

K# 4103

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# 2003 - 2008 AGREEMENT



Effective Dates 8/1/03 - 11/7/08

23508

**GENERAL DYNAMICS**  
Electric Boat

K # 4103

2000 ce

# AGREEMENT

BETWEEN

GENERAL DYNAMICS

ELECTRIC BOAT

GROTON, CONNECTICUT

and the

50/04  
1/20/04  
METAL TRADES COUNCIL

OF NEW LONDON COUNTY

(Affiliated with the AFL-CIO)

AUGUST 1, 2003 - NOVEMBER 7, 2008

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## PREAMBLE

This AGREEMENT made this August 1, 2003 by and between ELECTRIC BOAT CORPORATION, Groton, Connecticut, a Delaware Corporation, hereinafter called the Employer, and the METAL TRADES COUNCIL OF NEW LONDON COUNTY consisting of: International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers Local 614; United Brotherhood of Carpenters and Joiners of America Local 1302; International Brotherhood of Electrical Workers Local 261; Laborers' International Union of North America Shipyard and Marine Local 547; International Association of Machinists and Aerospace Workers Local Lodge 1871; Office and Professional Employees International Union Local 106; International Union of Painters and Allied Trades Local 1122; United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada Local 777, and the Teamsters Local 493 affiliated with the International Brotherhood of Teamsters, affiliated with the AFL-CIO, duly authorized, hereinafter called the Union.

## WITNESSETH:

WHEREAS, the Union was certified on June 12, 1945, by the National Labor Relations Board as the Exclusive representative of certain employees, hereinafter defined, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment; and

WHEREAS, on November 26, 1948, the Department of Labor of the State of Connecticut notified the parties hereto that since October 31, 1948, the Union had again been authorized by a majority of employees hereinafter defined to represent them for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment; and

WHEREAS, on April 3, 1979, the National Labor Relations Board approved a petition (1-AC-59) filed by the Union to amend the original certification (1-R-2373) to reflect the full and correct name of the bargaining representative: "THE METAL TRADES COUNCIL OF NEW LONDON COUNTY, AFL-CIO" and to clarify the bargaining unit description which now excludes guards and watchmen; and

WHEREAS, the parties to this Agreement desire to establish and maintain a state of mutual understanding and cooperation, create harmonious

relations between the Employer and the employees of its Groton, Connecticut Plant, and to abide by this contract in the settlement of any and all disputes that may arise between them concerning the subject matter of this Agreement; and

WHEREAS, the Representation by the Union covers all work, including maintenance, done by the employees for whom the Union has been certified by the National Labor Relations Board.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto mutually covenant and agree as follows, viz:

## ARTICLE I

### RECOGNITION

The Employer recognizes the Union as the certified representative of all production, maintenance and clerical employees, firefighters, and clerical employees in the security function, and other employees defined in occupations set forth in Appendix A of this Agreement who are employed in the Employer's facilities in Groton, Midway, Mystic, Norwich and New London, Connecticut and any other location as hereinafter may be added to the foregoing by mutual agreement of the parties, but excluding employees listed in Appendix B of this Agreement.

## ARTICLE II

### NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees, including supervisory employees, shall not perform work on any hourly rated jobs listed in Appendix A except in the instruction or training of employees.

## ARTICLE III

### UNION SECURITY

Section 1. Any employee on the Employer's active payroll who is in the bargaining unit on August 1, 2003 and employees hired or recalled or transferred into the bargaining unit subsequent to this date shall be required as a condition of employment on the thirty-first day following the day of employment, recall, or transfer to join (unless already a member) and

maintain membership in the Local Union of the Metal Trades Council which represents his occupational title as defined in Appendix A of this Agreement.

This section shall be effective only when in compliance with applicable State and Federal law and to the extent required thereby.

Section 2. Employees transferred between occupational titles within the bargaining unit during the term of this Agreement shall transfer their Union membership to the Local Union which represents the occupational title to which they are transferred.

On any transfer, the employee's check-off authorization card shall be forwarded by the Employer to the Metal Trades Council which in turn shall deliver the check-off authorization to the Local Union having jurisdiction and representation over the occupation to which the employee has been transferred. The Local Union to which the employee is transferred agrees to admit the employee to membership upon payment of the current month's dues and applicable initiation fees. Employees medically transferred shall not be required to pay the initiation fee.

Section 3. Except as provided below, the Employer will deduct Union dues, initiation fees or reinstatement fees twice each month from the wages of each employee who consents to such deductions on a properly executed authorization card. Initiation fees for employees who fall under the jurisdiction of Laborers International Union of North America Local 547 and the International Union of Painters and Allied Trades Shipyard Local 1122 will be deducted from each employee at the rate of twenty-five dollars (\$25.00) per week. Unpaid dues shall be as prescribed by the bylaws or constitution of the Union, but the deduction thereof shall not be in excess of five dollars (\$5.00) per week plus the current monthly dues. The Employer will turn over the monies so collected by check to the Treasurer of the Union or to such other duly authorized officer of the Union as may be designated in writing by the Union.

Section 4. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

## ARTICLE IV

### UNION REPRESENTATION

Section 1. The Employer agrees to recognize Union Stewards and one Chief Steward within each Local Union of the Metal Trades Council. The number of Union Stewards shall be based on the total number of employees under the Local Union jurisdiction and shall not exceed one Steward for each fifty (50) employees or major fractions thereof. The Employer and Local Unions within the Metal Trades Council may mutually agree to additional Stewards in excess of the ratio defined herein.

Each Local Union within the Metal Trades Council shall be entitled to a minimum of one Steward on each shift on which members of that Local Union are working.

The Employer and the Local Unions within the Metal Trades Council shall agree upon each recognized Steward's geographical area of representation. It is agreed that there will be equitable distribution of Stewards by departments.

The number and distribution of Union Stewards by area of representation shall be reviewed semi-annually by the Employer, Local Unions and the Metal Trades Council to ensure proper application of the provisions of this section.

Section 2. The President of the Metal Trades Council shall have superseniority with respect to layoff within the bargaining unit.

One Chief Steward in each Local Union within the Metal Trades Council shall have superseniority with respect to layoff over all employees working within the jurisdiction of their Local Union.

Union Stewards shall have superseniority with respect to layoff and recall within their respective occupational titles.

Section 3. If any employee within the bargaining unit is to be suspended, given a disciplinary layoff without pay or discharged for cause, his supervisor shall notify the Union Steward in the area of representation involved prior to the employee being required to leave the Employer's premises. This provision does not apply to discharge of probationary employees.

Any employee who is suspended for cause subsequent to leaving the Plant who is not notified of this action by management four (4) or more hours prior to the starting time of his regular shift the following workday shall receive a minimum of four (4) hours pay if he reports to work. By way of clarification, this does not apply when an employee is suspended pending investigation. In the event an employee suspended pending investigation is returned to work, the partial day shall be counted as the first day of any disciplinary suspension.

#### Section 4.

A. Union Stewards and other Union representatives, before absenting themselves from their work shall obtain permission from their supervisors and upon their return shall promptly notify their supervisors of their return to work.

B. Stewards and other Union representatives attending regularly scheduled Union or Union committee meetings shall notify their supervisors reasonably in advance before leaving.

#### Section 5.

A. Effective January 1, 1999, the Metal Trades Council is authorized a total of ten (10) employees who may devote their full time during the regularly scheduled workweek, to grievances, disputes, controversies, and any other problems which may arise on the employer's premises that affect or may affect, the provisions of the Employer/Union Agreement.

B. The President of the Metal Trades Council, and his designees as provided for in this Section, shall have the right to leave the Employer's premises and devote whatever time he deems necessary during the regular scheduled workweek to maintain and operate the Metal Trades Council office in the performance of his duties and functions.

C. Union representatives shall be paid at their working rate for all time provided for in the Agreement.

#### Section 6.

A. The Employer recognizes the privilege of the full time Union Representatives and the Safety Committee to leave the main facility and travel, only to any and all facilities where employees covered by the

terms of this Agreement are working, in the course of the performance of their functions that involve the interpretation and application of this Agreement.

B. With regard to full time Union Representatives leaving Employer's premises in the course of the performance of their duties and functions, it is agreed by the parties that the practice established during the previous Agreements (1968-1972), (1972-1975), (1991-1995), (1995-1998), (1998-2001), (1999-2004) and (2003-2008) shall continue during the term of this Agreement.

Section 7. International Representatives of the various locals of the Union are authorized to assist the various Local Union committees in negotiations with the Employer over any grievances, disputes or controversies and shall be privileged to enter the various departments for that purpose subject to compliance with the usual requirements of admission and may be accompanied by a representative of management.

Section 8. The Employer agrees the Union may designate members as representatives authorized to accept dues or application fees so long as they do not interfere with production schedules or carry on this activity during working hours. The Union agrees that no Union activities except as provided for in this Agreement shall take place on the Employer's property during working hours.

Section 9. The President of the Metal Trades Council, and his full time Union Representatives (including any temporary replacement designated for a minimum of five consecutive workdays) may work any eight hours in a twenty-four hour period, Monday through Friday, and be paid a maximum of forty hours per week. It is understood, however, that no overtime and shift premium will be paid as a result of hours worked on the above schedule. Furthermore, this will not apply to any persons named to temporarily replace the Union representatives covered by this agreement, except for full time Union Representatives as qualified above.

## ARTICLE V

### JURISDICTIONAL DISPUTES

The Employer and the Metal Trades Council, together with all the affiliated Local Unions of the Council, agree that in the event any jurisdictional disputes arise with respect to the jurisdiction of occupational



titles as listed in Appendix A or any occupational titles added thereto by the Employer such dispute shall be referred to the Metal Trades Council of New London County for settlement in the following manner:

Upon notice by either the Employer or an affiliated Local Union involved in a jurisdictional dispute, the Metal Trades Council will appoint a committee whose responsibility will be to render an interim decision within seven (7) calendar days of receipt of said notice. Such decision shall remain in full force and effect until such time as amended or ratified by the International Union Presidents whose Local Unions are involved in such dispute.

It is further agreed that pending the adjustment of jurisdictional disputes there shall be no stoppage of work and the work in dispute shall continue to be performed as assigned by the Employer. The provisions of this Article shall be absolutely and equally binding upon the Employer, the Metal Trades Council, its affiliated Local Unions, and all employees in the bargaining unit.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### Section 1.

A. Should differences arise between the Employer and any of its employees or the Union with respect to the effect, interpretation, application, or alleged violation of any of the provisions of this Agreement, there shall be no suspension of work but an earnest effort shall be made to settle differences promptly in the manner hereinafter outlined.

B. Before any differences, as defined above, are processed through the grievance procedure, the Steward, with or without the employee, shall discuss the problem with the immediate supervisor involved and attempt to resolve it. Failing this, the grievance procedure shall be utilized, starting with Step 1.

Section 2. It is agreed that all grievances shall be dealt with as provided for in this Article.

A. Step 1. The Chief Steward, or the Steward with or without the employee, shall present the grievance to the immediate Employer representative of the employee involved. Such grievances shall be heard by a

grievance committee composed of not more than three (3) representatives of the Employer including the appropriate Labor Relations representative and not more than three (3) representatives of the Local Union involved, including the local Chief Steward and/or Business Agent.

The grievance committee shall meet each week, when necessary, to consider grievances before it for consideration and shall meet until pending grievances are disposed of through settlement or referred to the next step of the grievance procedure.

When the Local Union requests, grievances affecting employees on the second shift shall be heard between the hours of 4:30 pm and 6:30 pm once a week.

If the grievance is settled in this step, the Employer representative will retain one copy of the grievance for departmental records, give one copy to the Local Union, and forward two copies to the Labor Relations section of Human Resources. Labor Relations shall forward one copy to the Metal Trades Council for its records.

B. Step 2. If the grievance is not satisfactorily adjusted in Step 1. of the grievance procedure within five (5) working days of submittal to the Labor Relations section of Human Resources, it shall be submitted to a committee composed of five (5) representatives of the Metal Trades Council appointed by the President of the Metal Trades Council and five (5) representatives of the Employer appointed by the Director of Labor Relations. The aggrieved employee and his immediate supervisor shall upon request, be physically present consistent with production requirements either at that meeting or a subsequently rescheduled meeting for the purpose of testifying on the facts of an individual grievance. When the committee feels such testimony has clearly established the facts of the situation, the employee and his supervisor will be excused and the committee will make its final determination regarding the grievance. All second shift grievance hearings will commence at the employee's normal second shift starting time.

C. Step 3. In the event the grievance is not satisfactorily adjusted within five (5) working days from submittal to Step 2., the Union may, in writing, refer such grievance to arbitration within twenty (20) working days. In no event will such submittal occur after twenty (20) working days of the Union's receipt of the Employer's final position. If a grievance is not so referred within twenty (20) working days, it shall be administratively closed.

Any grievance arising out of the issuance of a warning slip not scheduled for arbitration within six (6) months of the date of the warning slip shall be administratively closed.

It is agreed that no Local Union grievance shall be referred to arbitration without the approval of the Metal Trades Council in writing.

Should the Metal Trades Council give written permission to arbitrate a dispute to one Local of the Union, the Metal Trades Council will also be bound by the decision of the arbitrator.

If the Union refers a grievance to arbitration, it shall determine the order in which hearings will be scheduled as follows:

Within five (5) working days after receiving the Union's written referral to arbitration, a representative of the Employer and the Union will meet for the purpose of telephoning arbitrators to schedule a hearing. The parties will maintain two (2) lists of arbitrators who will serve to hear disputes. One list will contain arbitrators mutually acceptable for the hearings of disciplinary grievances and will be selected on a rotating basis. In all other arbitrations, a mutually agreed upon arbitrator will be selected from a pre-agreed-to list.

In arbitrations involving discipline, the arbitrator will be selected on the basis of "first up, first used" in alphabetical order. When an arbitrator is called for a hearing and cannot meet within forty-five (45) days, the parties will continue down the roster until an arbitrator accepts the assignment. Those called, but not available, will not be called again until their names appear again in rotation.

It is the intent of the parties that all disputes under this procedure involving both disciplinary and non-disciplinary grievances, be heard within forty-five (45) days of the call to the arbitrator. It is understood that the scheduling of three (3) arbitrations per week under this procedure is within the discretion of the Union.

In arbitrations involving non-disciplinary grievances, the arbitrator will be selected by mutual agreement of the parties from a pre-agreed-to list. If the parties cannot mutually agree upon the selection of an arbitrator, the parties shall alternately strike one (1) name from the list (the right to strike the first name having been determined by lot) until only one (1) name remains and that person shall be the arbitrator.

The Union may, following the scheduling of a grievance for arbitration, substitute another grievance to be heard by an arbitrator if the following conditions are met: (1) The Employer is given written notice thirty (30) days prior to the scheduled hearing, if the grievance to be substituted involves a non-disciplinary matter and twenty (20) days if the grievance to be substituted involves a disciplinary matter. (2) A grievance involving a disciplinary action with continuing liability is rescheduled to a later date, no damages will accrue from the date of the originally scheduled hearing until the grievance is actually heard. (3) The arbitrator is mutually acceptable to hear the specific non-disciplinary grievance being substituted.

Arbitration hearings involving disciplinary matters will be conducted as follows:

A transcript of the hearing shall be made if either party so requests. *Transcripts shall be paid for by the party requesting it (unless the other party also orders a copy) and in no event shall the utilization of the transcript affect any of the time limitations herein.*

Either party may file a post hearing memorandum to be placed in the mail to the arbitrator within five (5) working days following the close of the hearing. The arbitrator shall render a decision within five (5) working days of receipt of the post hearing memorandum, but in no event more than ten (10) working days from the close of the hearing. In no event shall the filing of a post hearing memorandum delay the arbitrator's award. The arbitrator's decision shall be based upon the record developed by the parties and should include a brief written explanation for the basis of the decision.

In arbitration hearings involving non-disciplinary matters, the arbitrator's award will be rendered within thirty-five (35) working days following the conclusion of the hearing. If either party has declared its intention to file a post-hearing brief, the brief will be submitted within twenty-five (25) working days following the conclusion of the hearing. In no event shall the filing of a post-hearing brief delay the arbitrator's award.

In all arbitrations, the arbitrator shall be without power to change, alter, or amend the language of this Agreement. The fees and expenses of the arbitrator shall be shared equally by the parties and the decision of the arbitrator shall be final and binding on the parties. In cases where the question of arbitrability is raised, the arbitrator (as selected in accordance with this Article) may decide the arbitrability of the grievance. In the event the Employer raises the question of arbitrability, the arbitrator shall receive evidence and testimony on arbitrability and the merits at the same hearing.

Arbitrators selected in accordance with the procedures involving disciplinary matters shall determine the issue of just cause only. In the event the Union challenges the discipline on other contractual or legal standards, it shall utilize the procedures involving arbitration of non-discipline grievances and, in such a proceeding, the arbitrator shall resolve all appropriate issues including just cause.

Section 3. All grievances must be presented in writing within twenty (20) working days from date of knowledge of the occurrence or knowledge of the failure of occurrence, whichever may be the case, of the incident upon which the grievance is based. The Company and the Union hereby agree to extend the timeliness constraints of Article VI, Section 3 as specifically applied to the presentation of subcontracting grievances and hereafter agree that subcontracting grievances can be presented in writing no more than six (6) months subsequent to an alleged violation of the subcontracting provisions of Article XXX. It is further agreed that grievances will be scheduled for arbitration within sixty (60) days of notification and will be considered withdrawn if not heard within that period unless the parties mutually agree to reschedule or postpone or circumstances beyond the control of either party prevent hearing as scheduled.

Section 4. Grievances "general in nature" involving interpretation and application of the provisions of this Agreement shall be initiated and signed by the Chief Steward and/or Business Agent of a Local Union or the President of the Metal Trades Council and submitted to the Labor Relations Office in Step 2. of the grievance procedure.

Section 5. The settlement of any grievance involving wage adjustments shall be retroactive to the nearest pay day it is agreed that the adjustment should have been made.

Section 6. Any grievance arising from discharges, suspension, or layoff will be given priority over other grievances, in the order named. The Company will conduct a suspension hearing and render its final disposition within five (5) working days of an employee's suspension from work.

Section 7. Employees participating in grievance hearings during their normal working hours as provided in this Article shall be paid at their working rate of pay by the Employer, except in the arbitration step of the procedure.

Section 8. It is agreed that time limits defined in this Article may be extended by mutual agreement.

Section 9. It is further agreed that jurisdictional disputes are not a subject for the grievance or arbitration procedure as defined in this Article but will be settled in accordance with the procedure as set forth in Article V, Jurisdictional Disputes.

Section 10. Both parties shall disclose all pertinent facts within *their knowledge during the course of the grievance procedure.* Even though a grievance has been received and/or scheduled for arbitration, both parties have a continuing obligation to provide the other party with notification of facts that have come to the attention of either party since the referral and/or scheduling of the grievance for arbitration. Failure to do so shall preclude the introduction into evidence of those facts at the subsequent arbitration.

Section 11. Once per month, the President of the Metal Trades Council and the Director of Labor Relations shall meet for the purpose of reviewing cases scheduled for arbitration and any other matters related to the arbitration procedure including the continued acceptability of individual arbitrators contained on the lists referred to above. The parties will give particular attention to cases involving common fact patterns so as to combine them in a single presentation before an arbitrator.

Section 12. The Company will provide the Union with copies of payroll authorization memorandums authorizing payment of grievance adjustments and/or arbitration awards.

## ARTICLE VII

### WARNING SLIPS

Warning slips, will be eliminated from the personnel records of an employee after a period of six (6) months provided no other warning slips have been issued in the interim period.

It is understood by the parties that a supervisor may remove a previously issued warning slip from an employee's record earlier than the time periods indicated above.

*It is further agreed that all warning slips shall state the date and nature of the violation.*

Each warning slip shall have a space for the affected employee to sign indicating that he has received the slip. His signature shall not signify agreement with the validity of the slip. In the event that the employee refuses to sign the slip, a member of management shall so indicate on the slip.

Failure of the Company to comply with this paragraph shall not be grounds to overturn the discipline, but an arbitrator may fashion an appropriate remedy for repeated failures to comply.

The Employer agrees to provide the Metal Trades Council with a copy of all warning slips issued employees in the bargaining unit on a weekly basis.

## ARTICLE VIII

### HOURS OF WORK

#### Section 1. Basic Workweek and Workday

A. Forty (40) hours shall constitute a normal or regular workweek, eight (8) hours per day, five (5) days per week, Monday through Friday, inclusive.

B. Any work period scheduled to commence between the hours of 6:30 a.m. and 8:30 a.m. shall be considered the regular or normal first shift hours of work; work commencing between the hours of 2:30 p.m. and 5:00 p.m. shall be considered the second shift hours of work; work commencing between the hours of 10:30 p.m. and 12:00 Midnight shall be considered the regular or normal third shift hours of work.

Section 2. The normal or regular workday shall be eight (8) hours in any twenty-four (24) hour period starting with an employee's normal or regular starting time.

Section 3. Nothing in this Article shall be construed as a guarantee of hours of work per day or per week. The number of shifts, the starting time of each shift and the number of hours of work on each shift shall be set forth in the schedule listed in Section 1.B. above. The Employer shall put no change of such schedule into effect without prior written agreement with the Union.

Section 4. The Employer agrees that it will not, as a disciplinary measure, or in order to circumvent the overtime provisions, change an employee's normal or regular shift starting time as provided for in Section 1.B. of this Article.

Section 5. The Employer shall not institute any rotating shifts without prior discussion and agreement with the Union.

ARTICLE IX  
CALL-IN AND REPORT TIME

Section 1. Call-In

If an employee is called to work outside the hours of his regular shift, he shall receive a minimum of four (4) hours pay at overtime rate unless the employee leaves on his own accord before working four (4) hours or is suspended or discharged for just cause.

This provision shall apply for each such call-in regardless of the number of call-ins during a day.

Section 2. Report Time

An employee reporting for work at the beginning of the shift shall receive either four (4) hours work or four (4) hours pay at either his working rate or his working rate plus premium pay whichever is applicable unless:

- A. Employee leaves sooner of his own accord.
- B. Employee is suspended pending investigation.

C. Work is not available for reasons such as fire, flood, failure of power, hurricane, earthquake, or extremely heavy snow. These exclusions apply only to this Section. In the event of an impending hurricane, the Company will make every reasonable effort to reach a decision as to plant closure in sufficient time to avoid personal and economic inconvenience to affected bargaining unit members. The Vice President of Human Resources will be directly involved in the decision-making process in order to ensure compliance with the terms of the preceding statement.

An employee shall be deemed as requested to report on his regular shift, Monday through Friday, unless notified by an authorized Employer representative to the contrary at the close of the previous day's work.

In the event an employee is notified to report for work on Saturday or Sunday, he shall be paid for not less than four (4) hours work unless he receives notice four (4) hours or more prior to the starting time of his regular shift not to report.



## ARTICLE X

### OVERTIME

#### Section 1. Premium Pay

- A. *Time and one-half shall be paid in each or any of the following instances:*
  - (1) *All work performed in excess of eight (8) hours in any twenty-four (24) hour period, Monday through Friday.*
  - (2) *All work performed on a Saturday.*
- B. *Double time shall be paid for all work performed on Sunday.*
- C. *Employees transferred from one shift to another, unless relieved from work at least a full shift before starting the new shift, shall be paid the overtime rate for the first such shift worked.*
- D. *When irregular or broken shifts are worked, overtime rates shall apply before the regular starting time and after the employee's regular quitting time of the shift on which the employee is regularly employed.*
- E. *Employees required to work around the clock and required to continue through their regular assigned shift shall continue to receive pay at the overtime rate for all hours worked. An employee who is called in before his regular starting time will be granted the opportunity of working his full regular shift provided work is available.*
- F. *Employees on submarine sea trial duty will be paid as follows:*
  - (1) *Monday through Friday - straight time for all hours at the employee's working rate of pay.*
  - (2) *Saturday or Holiday - time and one-half for all hours at the employee's working rate of pay.*

- (3) Sunday - double time at the employee's working rate of pay.

For the purposes of calculating sea trial pay, the employee's time card will be utilized; his punch-in time will be considered the start of the sea trial and his punch-out time will be considered the end of the sea trial.

Overtime hours accrued on submarine sea trial duty shall be excluded from the MTC overtime report.

Employees who are on sea trials on Friday shall be considered absent and Article X, Section 3.C.(6) shall apply. An employee returning from sea trial duty shall have the right to work his regular shift or remaining part thereof, providing work is available. Shift premium will not be paid to employees while on sea trial.

## Section 2. Responsibilities

A. No employee will be required to work overtime unless so notified a minimum of four (4) hours before his previous work shift ends except in urgent cases unforeseen by the Employer. First shift employees requested to work on Saturday or Sunday will be given notice of work before noon time on Friday except in cases of emergency. Second and third shift employees requested to work on Saturday or Sunday will be given notice of work on Thursday before 9:00 pm on the second shift, and before 4:00 am on the third shift on Friday. Any employee having accepted an overtime assignment, who does not report for such assignment, shall be charged on the overtime record with having worked triple the scheduled overtime hours. This action will be the only penalty rendered. Therefore, employees who fail to report for overtime assignments will not be subject to discipline.

B. An employee may refuse an overtime assignment only where he has a reasonable excuse and the refusal in such event shall not prejudice his right to future overtime. However, for the purpose of equalizing overtime, this refusal shall constitute having worked such hours and will be charged accordingly.

C. Probationary employees will not be permitted to work overtime unless all other employees in their occupational title (regardless of department) and all other employees in their department (only in their local union) have been first given the opportunity.

D. The Employer agrees that it will not, as a disciplinary measure, deny or deprive an employee his rightful turn to work overtime, as

provided for in this Article. The Employer will not deprive employees of overtime assignments as disciplinary action.

E. Any employee who is a member of the National Guard or an Armed Forces Reserve unit and has submitted, in advance, official notice of his or her six (6) months drill schedule, signed by the cognizant commanding officer or other authorized person, to the Employer shall not be asked to work on the weekend when the employee is scheduled to attend the monthly drill. It is understood, however, that if the workload requires that all employees of the respective occupational title by appropriate subdivision be asked to work, then all employees covered by this paragraph will be dealt with in accordance with the Labor Agreement.

F. The Employer will furnish the President of the Metal Trades Council with two (2) copies each of the three (3) separate MTC Overtime Reports listed below:

- (1) A weekly report for physically limited employees (see Section 3, B (4)).
- (2) A final report for each road job and sea trial to be furnished within two (2) weeks of job completion - showing totals of all premium overtime hours worked on that job.
- (3) A weekly tab run of all premium overtime hours worked by employees, except for those premium overtime hours worked during sea trails and situations covered by subparagraph F. (1) above.

The provisions governing the distribution and equalization of overtime, as used herein, shall become effective on the first Monday following ratification of the Labor Agreement, and shall apply and remain in effect for the entire term of this Agreement.

### Section 3. Distribution of Overtime

#### A. Definitions

- (1) Overtime. The Term "overtime", as used in Article X, means overtime opportunities in the Employer's facilities in Groton, Midway, Mystic, Norwich, and New London; also, any and all other places where bargaining unit employees are working.

- (2) Overtime Work. The term "overtime work", as used in Article X, means the overtime premium hours credited to an employee, as shown on the "MTC Overtime Report" form.\*
- (3) Average. The term "average", as used in Article X, on the "MTC Overtime Report" form means and is to be used only for crediting employees who are entering or reentering an occupational title, when employees progress into the skilled mechanic category, or for shift change per sub-paragraph C.(5) below.
- (4) Inequality. The term "inequality", as used in Article X, means a variance in excess of sixteen (16) credited overtime premium hours within each category of the respective occupational title.
- (5) Road Jobs. The term "road jobs", as used in Article X, means work assignments that are away from the Employer's facilities listed in sub-paragraph A.(1) above and more than fifty-five (55) miles from the Groton shipyard.

\*However, all paid overtime hours accrued by second and third shift employees, only as part of their "basic workweek and workday" (see Article VIII - Hours of Work), shall not be considered or construed to be "overtime work" for purpose of equal distribution of overtime.

#### B. Equalization Groups

- (1) It is the intent of the parties that all overtime work will be divided equally among employees within an occupational title on each shift, but not between shifts by rotation if necessary, except as provided by subparagraphs B.(2) through (6) below.
- (2) The Company has the obligation to give all employees within an occupational title an opportunity to work before the occupational title is considered exhausted. This includes employees who poll unavailable for their own shift but poll available for off shift overtime. However, the Company has no obligation to work an employee a double shift on a weekend overtime assignment.

- (3) For the purpose of overtime distribution, it is agreed by the parties that each occupational title shall be separated into two (2) categories.

(a) Skilled mechanics (including Working Leaders and Specialists) and Apprentices.

(b) Semi-skilled mechanics.

- (4) The Employer will reasonably balance the distribution of overtime between the two categories within the respective occupational titles.
- (5) Employees who have been limited to particular functions, within an occupational title, for health reasons, shall have their over-time equalized within the work function(s) which they are capable of performing, on a yard-wide (Employer's facilities) basis.
- (6) For other employees, not covered in subparagraph B.(4) above, who are not capable of performing particular function(s) within their occupational title, their overtime shall be divided equally within the work function(s) which they are capable of performing on a yard-wide (Employer's facilities) basis.
- (7) The Union agrees that whatever overtime hours are accumulated outside of the sixteen hour tolerance on a road job shall not be considered as a liability for the company to pay in with the formulas outlined in Article X, Section 3.C.(1)(a) (b) provided sufficient overtime is not available during the term of the Labor Agreement to equalize.

C. Distribution

- (1) The Employer shall distribute overtime as per paragraph B above. If there is an inequality in the distribution of overtime, the Local Union shall notify Labor Relations in writing. The Employer shall then have six (6) months to equalize overtime within the cited category of the occupational title. If the cited inequality is not corrected, the Local Union may then file a grievance on behalf of those employees who have not been equalized. The Employer shall then have ninety (90) days from the expiration of the cited six (6) months period to equalize those employees. If the Employer has failed to equalize during

the total nine (9) months period, the Employer shall remunerate to make whole only those employees who have not been equalized, in accordance with the following, the intent being to pay for premium hours (including straight-time hours associated with the determined liability).

- (a) Where the inequality is fifty (50) overtime premium hours credited or less, the Company liability shall be determined as follows:

Total overtime hours paid for the employee's overtime category divided by the total number of eligible employees within the overtime category, less total overtime hours credited to each such employee(s), multiplied by such individuals rate at time of filing of the grievance.

- (b) Where the inequality is greater than fifty (50) overtime premium hours credited, the Company liability shall be determined as follows:

The employee shall be made whole by payment to him of an amount equal to the total overtime premium hours credited to the highest employee within the overtime category, minus the sum of sixteen (16) overtime premium hours and the employee's total overtime premium hours credited, multiplied by such individuals rate at time of filing of the grievance.

- (c) If, at the end of the six (6) months period, no grievance has been filed, it is agreed that this period will be considered equalized and no liability may be imposed upon the Employer for the cited period.

- (2) Employees entering or reentering an occupational title will be credited with the "average" total overtime of the pertinent category of that occupational title.
- (3) When employees progress into the skilled mechanic category, they will be credited with the "average" total overtime of that category.
- (4) Overtime work involving employees represented by Local 106, OPEIU, will be distributed by occupational title by shift by Department.

- (5) Employees permanently transferred from one shift to another will be credited for purposes of overtime equalization, with the "Total Overtime Premium Hours Credited" on the prior shift (excluding their prior starting average) or the average "Total Overtime Premium Hours Credited" ("Average Premium Hours") of the pertinent category of the occupational title of the new shift, whichever is greater. The Employer will not change an employee's normal or regular shift to equalize overtime and/or correct an inequality. The Employer will furnish the President of the Metal Trades Council every two (2) months a report of all employees whose shift has been changed.

#### EXAMPLES

- A. A second shift employee completes the probationary period and is assigned a starting average of the "Average Premium Hours" of the second shift (200 hours). Six months later the employee is transferred to 1st shift where the "Average Premium Hours" of the pertinent category are 120. The transferred employee now has "Total Overtime Premium Hours Credited" of 252 consisting of:

32 "Overtime Premium Hours Paid"  
12 "Overtime Premium Hours Refused"  
24 "Overtime Premium Hours  
(No Show 8 hrs. x 3)"  
200 "Start Average"  
268 "Total Overtime Premium  
Hours Credited"

In this case the employee's starting average would be reduced to 68 hours making the employee's "Total Overtime Premium Hours Credited" equal to the "Average Premium Hours" of the pertinent shift.

32 "Overtime Premium Hours Paid"  
12 "Overtime Premium Hours Refused"  
24 "Overtime Premium Hours  
(No Show 8 hrs. x 3)"  
68 "Start Average"  
136 "Total Overtime Premium Hours  
Credited"

- B. In this example a second shift employee has 262 "Total Overtime Premium Hours Credited" consisting of:

160 "Overtime Premium Hours Paid"  
32 "Overtime Premium Hours Refused"

16 "Overtime Premium Hours  
(No Show)"  
54 "Start Average"  
262 "Total Overtime Premium Hours  
Credited"

The employee is transferred to first shift where the "Average Premium Hours" of the pertinent category are 120. In this case the entire starting average would be removed to reduce the employee's "Total Overtime Premium Hours Credited" to 208 as shown below:

160 "Overtime Premium Hours Paid"  
32 "Overtime Premium Hours Refused"  
16 "Overtime Premium Hours  
(No Show)"  
0 "Start Average"  
208 "Total Overtime Premium Hours  
Credited"

This employee would not be asked to work until the "Total Overtime Premium Hours Credited" for other employee(s) in the category increased enough to make the person eligible.

- C. Employees who are transferred to a shift where their "Total Overtime Premium Hours Credited" are less than the "Average Premium Hours" of the pertinent category will be given an average to make them equal to that pertinent category.
- (6) Employees who are absent on Friday, regardless of reason, shall be charged with the applicable amount of "refused overtime" based on the overtime assignment that would have been offered had the employee been at work.
  - (7) Letters of April 1, 1977 and September 22, 1977 between the parties are re-executed and incorporated in their entirety (except for names and titles) in this Article.
  - (8) Employees transferred from restricted duty and suspense departments to regular duty will be credited for purposes of overtime equalization with the "Total Overtime Premium Hours Credited" at the time of their return (excluding their prior starting average) or the average "Total Overtime Premium Hours Credited" ("Average Premium Hours") of the pertinent category of the occupational title and shift, whichever is greater. Where their "Total Overtime Premium Hours Credited" are less



## ARTICLE XXVI

### APPRENTICESHIP PROGRAM

A. The Company recognizes the right of the Union to appoint an Apprenticeship Committee to work with the Company Apprenticeship Committee. The combined Joint Apprentice Committee (JAC) will consist of an equal number of representatives from the Company and the Union.

#### B. Program Provisions

Employees shall be eligible for the Apprentice Program upon satisfactory completion of probation. In the event there are additional openings in Apprentice Program, those employees who meet the required qualifications who are on probation will be selected by seniority. Such employees will still be required to satisfactorily complete their probation period.

The parties agree the pay rate structure for enrollees shall begin at the Skilled Mechanic level. All enrollees shall enter the program at the third (3<sup>rd</sup>) class mechanic rate and progression to second (2<sup>nd</sup>) and first (1<sup>st</sup>) class shall occur in one year increments unless specifically withheld because of inadequate performance.

When apprentices fail to perform satisfactorily during the on the job portion of the program, their apprentice time (excluding their unsat time) shall be credited towards their normal progression upon becoming disenrolled. Apprentices must also maintain academic performance in accordance with the jointly agreed Apprentice Standards.

Apprentices shall be integrated within the Skilled Mechanics for seniority purposes under Article XXII.

#### C. Three Rivers General Engineering Technology Associate Degree Program.

To be eligible for this program, employees must be active MTC Shipyard Apprentices at the time of enrollment. All participants must

separate MTC Overtime Reports for physically limited employees, and sea trial and road jobs.

- B.
1. Overtime hours accrued as a result of cold weather duty, whereby transportation repairmen report to work earlier than their normal shift start time to start vehicles in temperature less than 20 degrees Fahrenheit, will be removed from the overtime tab run for transportation repairmen on said voluntary duty.
  2. The Union and the Company agree to the following regarding the assignment of Truck Driver/Forklift Operators, Trailer Truck Drivers, Locomotive Operators, Ctec Operators, Mechanics and Warehouseman on launching and commissioning overtime assignments.

Pursuant to past practice, the Truck Driver/Forklift Operator title will be exhausted before proceeding to exhaust the remaining titles in the following sequential order:

- (1) Trailer Truck Drivers
- (2) Locomotive Operator
- (3) Operators
- (4) Mechanics
- (5) Warehouseman

Once a title has been exhausted, i.e., all its occupants have been given the opportunity to work, any overtime accrued "out-of-title" will be removed from the MTC Overtime Report.

3. All employees in occupational titles under the jurisdiction of the Laborer and Teamster locals must be given the opportunity (exhaust) to perform snow removal work on overtime before other employees will be afforded similar overtime opportunities.

Any overtime hours accrued as a result of snow removal will be removed from the overtime tab run for all employees in all occupational titles.

4. The parties mutually agree that the performance of nuclear work (any work where TLD is required to measure radiation exposure) constitutes an exemption for overtime equalization pursuant to Article X, Section 3.B.(5) of the Collective Bargaining Agreement.

The recognition of this exemption by the parties will not affect the interpretation or application of Article X, Section 3.B.(5). The applicability of this provision to situations involving other capabilities or qualifications will continue to be determined on a case by case basis. Each case will involve consideration of the principles delineated in two arbitration awards, OPE-218-83 and MTC-2029A-8.

5. The Company and the Union agree to the following regarding the assignment of bargaining unit employees to perform submarine availabilities (Availabilities) at the Subbase in Groton, Connecticut.

Availabilities performed at the Groton Subbase will not be considered a "road job" as defined in Article X, Section 3.A. However, for purposes of overtime equalization, the exemption provided by Article X, Section 3.B.(6) applies to those employees so assigned. For the purposes of selection, employees will be eligible for said assignment if they fall within the 35-hour variance as determined from low to high in their respective occupational title and shift. The Company agrees to put forth a good faith effort in providing advanced notification of selected employees. Article X, Section 3.B.(6) would apply to those employees so assigned. Assigned employees who exceed the reported high in their respective occupational titles as a result of overtime work accumulated on the Availabilities will be coded to indicate that they are exempted from overtime equalization requirements.

Upon completion of the Availabilities assignment, exempted employees will be frozen from future overtime assignments until said employees fall within the 16 hour variance afforded by Article X, Section 3.A.(4). An assigned employee who subsequently falls within the 16-hour variance will be eligible for road job assignments of a non-local nature pursuant to the Foley-Degregory memorandum dated September 22, 1977 as referred to in Section 4.A.(1)(h) of the current labor agreement.

6. In utilizing "Group assignment flexibility" ("flexibility") for making weekend overtime assignments, the Company shall assign overtime to employees in occupational titles normally assigned to perform the primary tasks scheduled.

When weekend overtime is being performed the Company may utilize flexibility as circumstances require.

If it is determined that overtime was not properly assigned under the terms of this Memorandum, the proper remedy will be hour-for-hour equalization for the affected title.

C. Continuity

The MTC overtime report will be returned to zero immediately upon ratification of this Agreement and on the first Sunday of January, and July of each calendar year occurring during the term of this Agreement.

ARTICLE XI  
SUCCESSORSHIP

The provisions of this Agreement shall be binding upon the Employer and its successors, assigns, or future purchasers, and all the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment by the Employer of any, or all, of its property, nor shall they be affected or changed in any respect by any change in the legal status, ownership, or management of the Company.

ARTICLE XII  
WAGE RATES

Section 1. Occupational Structure

A. Occupational titles and rates of pay applicable within the Production and Maintenance structure and outlined in Appendix "A" are agreed upon and made a part of this Agreement.

B. Occupational titles and rates of pay applicable within the OPEIU structure and outlined in Appendix "A" are agreed upon and made a part of this Agreement.

C. The basic occupational structure agreed upon between the parties and made a part of this Agreement shall be as follows:

## Production and Maintenance

Working Leader  
Specialist  
Skilled Mech. 1C  
Skilled Mech. 2C  
Skilled Mech. 3C  
Semi-skilled Mech. 6  
Semi-skilled Mech. 5  
Semi-skilled Mech. 4  
Semi-skilled Mech. 3  
Semi-skilled Mech. 2  
Semi-skilled Mech. 1

## OPEIU

Data Processor Senior  
Working Leader  
Group I  
Group II  
Group III  
Group IV

## Section 2. Progression

A. Progression within the Semi-skilled Mechanic occupational structure will be based on an automatic increase each six (6) months commencing with the effective date of the employee's current classification. Increases within the Semi-skilled occupational structure will be automatic unless specifically withheld because of inadequate performance which will be defined to the employee.

B. When an employee has progressed to the maximum of the Semi-skilled structure progression into and through the Skilled Mechanic 3, 2, 1 shall occur in one (1) year increments unless specifically withheld because of inadequate performance which will be defined to the employee.

Progression through the premium trades occupational structures shall occur in one (1) year increments unless specifically withheld because of inadequate performance which will be defined to the employee.

Progression through the Inspection occupational structure will normally occur in intervals of not less than three (3) months nor more than ten (10) months unless specifically withheld for reasons defined to the employee.

C. Progression through Group IV and Group III of the Clerical occupational titles will be based on automatic increases each six (6) months and shall be effective on the pay period following the successful completion of each six (6) month period. Increases within the Group IV, and Group III categories will be automatic unless specifically withheld because of inadequate performance which will be defined to the employee.

D. Progression into and through Group II and Group I shall occur in one (1) year increments unless specifically withheld because of inadequate performance which will be defined to the employee.

E. Progression within the Truck Driver/Forklift Operator (TDFL) occupational title shall be as follows:

In order to be eligible for hire or assignment to 3<sup>rd</sup> Class TDFL employees or applicants must possess valid Class B Drivers Licenses (CDL). The normal progression from 3<sup>rd</sup> Class TDFL to 2<sup>nd</sup> Class TDFL will be one year. In order to be promoted to 2<sup>nd</sup> Class, employees must possess a valid CDL and must demonstrate the ability to safely operate all types of trucks and forklifts used in the yard. The normal progression from 2<sup>nd</sup> Class TDFL to 1<sup>st</sup> Class TDFL will also be one year. In order to be promoted to 1<sup>st</sup> Class, employees will be required to possess the following, 1) a valid CDL, 2) a bus license and / or hazardous material endorsement on their license.

F. Absence of two (2) or more continuous calendar workweeks, except for vacations, shall not be counted toward the accumulated time necessary for the time required for automatic progression increases in the time required during the performance review period.

G. Employees may be promoted more rapidly than the established time increments.

### Section 3. Specialist and Working Leader

A. The basis of reclassifying an employee to the classification of Specialist within an occupational title will be based upon the need as determined by management. The employee selected shall be assigned to work of a substantially higher level than that required of a First Class Skilled Mechanic or Clerical Group II. Employees promoted to Specialist shall be selected on the basis of demonstrated ability in the area of work where the Specialist Classification is needed. In cases where employees' demonstrated ability and/or experience are equal, the senior employee shall be promoted.

B. The basis for promotion into and demotion from the classification of Working Leader, within an occupational title, will be based upon the need as determined by management. The employee selected shall be required to provide technical guidance and direction for an assigned group of not less than five (5) employees. He shall perform work operations typical of those performed by employees in his assigned group. He shall assist employees in the group to obtain best utilization of time, skills, tooling, and equipment. He shall determine the sequence of work operations required to accomplish the tasks and obtain and provide assigned workers with information and data required when these are not available through ordinary means. He shall interpret engineering drawings, sketches, and instructions and act as the contact man in assisting employees to solve the more difficult problems involved in completing work operations. The senior qualified employee, within the area where the Working Leader classification is needed, shall be promoted. When the Company determines there is no longer a need for a Working Leader, the employee being demoted will be reclassified to his former classification and rate of pay from which he was promoted.

#### Section 4. Special Pay Provisions

A. Employees assigned as Specialists as described herein will be paid an additional seventeen cents (.17) per hour.

B. Employees assigned as Working Leaders as described herein shall be paid an additional fifty cents (.50) per hour.

C. The Employer agrees to pay two dollars (\$2) additional compensation for each shift, or any part thereof, when employees are required to work under the conditions defined herein.

- (1) Employees required to work in dirty tanks or bilges in vessels undergoing alterations.
- (2) Employees engaged in sand blasting or silica blasting.
- (3) Employees working with spray guns or using antifouling and epoxy paints, zinc dust, or hot grease.
- (4) Employees engaged in the application of amesite and ground blown glass.
- (5) Employees performing any cutting of glass melamine, glass melamite or hard fiberglass insulation or gluing

sealing joints on fiberglass installations for two or more hours in a work shift.

- (6) Employees performing tinning on the boats, or performing tinning on heat exchangers, primary shield tanks on the boat or on primary shield tanks in the open when partially or totally covered, passageways when partially or totally covered on blocks or ground, hull shielding in the shop except for incidental rework, on ring plug and tunnel when partially or totally covered on blocks or ground, on ducts for primary shield tank in shop or boat. Tinning performed employing three (3) or more Lead Bonders on whole bulkheads forward and aft of the reactor compartment when large areas are worked simultaneously; and in confined portions of the bulkheads; and if the bulkheads are totally or partially covered.
- (7) Employees engaged in replacing the brick in furnaces or boilers.
- (8) Employees engaged in carbon gouging.
- (9) Employees grinding fillerite.
- (10) Employees operating the sweeper and/or loader in the basin on black beauty.
- (11) Employees engaged in cleaning up black beauty.
- (12) Lead Bonders while caulking and melting.
- (13) Carpenters working lead on all shifts.
- (14) Pipefitters and Pipehangers engaged in work with Red Lead.
- (15) Outside Machinists while engaged in the machining of lead. (Specifically the boring of the NI Tubes). It is understood that this Agreement is subject to review by the Company and the Union in the event technological changes modify the procedure above.
- (16) Shipfitters, Grinders, Welders and Burners engaged in construction of the interior of enclosed Primary Shield



Tanks (PST). A PST will be considered enclosed upon erection of the third wall.

(17) Electricians working with lead buss.

D. The Employer agrees to pay three dollars (\$3) additional compensation for each shift, or any part thereof when employees are required to work under conditions defined herein.

- (1) Employees engaged in spraying or blasting in tanks.
- (2) Employees engaged in the preparation, application and removal of powered asbestos and/or mineral wool.
- (3) Employees engaged in hand sewing of wire inserted asbestos twine on portable pads.
- (4) Employees engaged in the application of clay and silica adhesive.
- (5) Employees engaged in carbon gouging in confined spaces.
- (6) Mobile Crane Operators engaged in lifting nuclear fuel.
- (7) The Teamster engaged in the driving of the waste water truck and the pumping of tanks associated with the waste water filtration facility.
- (8) Carpenters while engaged in the installation of MIP (Mold-in-place).

E. The President of the Metal Trades Council or his designee and the Director of Labor Relations or his designee may meet upon request to discuss the application of Section 4.C. and D. above.

F. Employees qualifying for "dirty money" under both Sections C and D during the same shift shall receive a maximum of three dollars (\$3) added compensation.

G. (1) Laborers, while handling pneumatic tools and hand snowplows, will receive fifteen cents (.15) per hour above the Laborers' rate.

(2) High money in the amount of thirty cents (.30) per hour above the normal rate shall be paid to employees while working forty (40) feet above the ground on water tanks, stacks, cranes and craneways, and similar maintenance assignments.

(3) Inside Machinists performing manufacturing of, or modification to Special Property Request (S.P.R.) tools, excluding refurbishment, will receive 1st Class Toolmaker rate while engaged.

(4) Maintenance Pipefitters will be paid twenty cents (.20) over their normal working rate while engaged in those sheetmetal functions expressly involving improvisation in laying out and making templates and interpreting complex sketches.

(5) Pipefitters shall, while engaged in the performance of assigned freeze functions, receive twenty-five cents (.25) above their normal working rate. This additional rate shall apply for an entire shift if assigned freeze seal work is performed during any part of that shift. Those employees involved in the performance of freeze seal shall not receive dirty money.

(6) Shipfitters shall, while engaged in the performance of assigned flame straightening functions, receive twenty-five cents (.25) above their normal working rate. This additional rate shall apply for an entire shift if assigned Flame Straightening work is performed during any part of that shift.

(7) Chipper/Tank Tester/ Grinders performing magnetic particle (MP) inspection. Where such inspection (including time spent on such immediately-related physical work as metal preparation and clean-up; excluding any travel time to or from the inspection location and time spent obtaining necessary tools and equipment) is performed for less than one continuous hour on an uninterrupted basis it shall be done without extra pay. Where such inspection is performed for one continuous hour or more on an uninterrupted basis, the employee shall receive ten cents (.10) per hour above the working rate for all hours worked during the shift.

(8) Clerical/employees in Department 660, Sheetmetal workers in Department 244 and Carpenters who perform locksmith functions, in addition to the normal duties of their occupational titles, shall receive specialist premium seventeen (.17) cents per hour while engaged in the performance of said function.

(9) An additional seventeen (.17) cents per hour to employees while engaged in the erection, testing, repair and removal of Con Con bags (Contamination Containment bags).

(10) Employees within the occupational title Carpenter shall, while engaged in the performance of assigned linesman functions, receive seventeen (.17) cents above their normal working rate. This additional rate shall apply for an entire shift if assigned linesman work is performed during any part of that shift.

(11) Within the Production and Material Control Group, areas where IBM (CRT) units are located shall be designated as "key areas." Within these key areas there shall be employees represented by OPEIU Local 106 designated as specialists and they shall receive an additional seventeen (.17) cents per hour over the working rate.

(12) Outside Electricians and Electronic Mechanics assigned to Silver-Brazing will be paid twenty-five (.25) cents above the first class mechanic rate.

#### Section 5. Submarine Sea Trial Pay

Employees on submarine sea trial duty will be paid in accordance with Article X, Section 1.F.

#### Section 6. Sea Duty other than Submarine Sea Trials

Employees who are assigned to sea duty other than submarine sea trials such as towboat operations, oceanographic studies, and research projects shall be compensated on the basis of a fourteen (14) hour minimum workday while at sea on trips exceeding twenty-four (24) hours.

#### Section 7. Employees Assigned to Employer's Vessels

Employees assigned to the Employer's vessels as crew members will be selected for such assignments on the basis of qualifications and experience. In cases of assignment of employees to Employer's vessels, where skill and ability are equal, the senior employee shall be assigned.

Employees performing work on the Employer's vessels as members of the crew will perform all necessary duties as directed and it is agreed and understood that Local Union craft jurisdictions do not apply in the performance of such functions.

When not at sea on Employer vessels, employees assigned as Ship's crew members will perform the normal duties of their occupational titles.

#### Section 8. Diving Pay

A. Employees engaged in diving requiring the use of artificial breathing apparatus will qualify for diving pay as outlined below. Operators of and authorized assigned crew members of submersible vehicles assigned to oceanographic research work will also qualify for diving pay as described below.

B. Diving pay for personnel defined above will be thirty-five dollars (\$35) per day above the employee's working rate for the entire day.

C. Diver tenders will be paid at the rate of seventeen cents (.17) per hour above their working rate. This rate shall apply for the entire shift if diver tending is performed during any part of that shift.

D. Any diving performed after the normal workday has been completed will require the payment of diving pay for the entire day and the payment of overtime at the diver's rate for all hours of overtime worked. Hours of overtime worked will be paid in accordance with the current Agreement.

E. Any diving performed on a "call-in" basis will require the payment of diving pay for the entire normal day and, in addition, overtime pay based on the diver's working rate in accordance with the call-in provisions of the current Agreement.

#### Section 9. Base Rate and Working Rate

A. The base rate as used in this Agreement shall be the basic hourly rate of an employee excluding all other payments.

B. Working rate as outlined in this Agreement shall be the employee's base rate plus other applicable payments, as provided in this Agreement.

#### Section 10. Pyramiding of Rates

Nothing in this Agreement shall be construed so as to require the payment of overtime on overtime or pyramiding of overtime as a result of computing hours worked in accordance with this Agreement.

#### Section 11. Working Leader - Specialist Notification

The Employer will supply the Union with a list of all new Working Leaders and Specialists every two weeks.

Section 12. Eligible employees at work shall be paid once each week during working hours.

#### Section 13.

A. Except as provided below, when employees are assigned to perform tasks within the jurisdiction of a premium occupational title as provided in Memorandum of Understanding 11, they shall be paid the applicable rate for the premium occupational title on a while engaged basis.

B. Employees in premium occupational titles within Group 9 (Clerks - Local 106) the higher premium rate when engaged in work within the jurisdiction of a separate premium occupational title within Group 9.

C. The calculation of the Premium while engaged rate for Inside Machine Occupational titles will be the difference between the 1<sup>st</sup> Class mechanic base rate and the appropriate 1<sup>st</sup> Class Premium title rate in addition to all add-ons (e.g., Toolmakers II \$0.12, Specialist \$0.17 and Working Leader \$0.50, etc.)

## ARTICLE XIII

### TRAVEL AUTHORIZATION AND EXPENSES

#### Section 1. Introduction

Employees will be reimbursed for transportation and subsistence expense while on authorized Employer business in accordance with the provisions of this Article and SP 8-2 (issue 26, effective 3/1/03).

#### Section 2. Definitions

A. Local Assignment - Travel to locations which do not require overnight accommodations.

B. Regular Business Trips - Travel assignment, other than foreign, within the continental limits of the United States and Canada (excluding Alaska and Hawaii) requiring overnight accommodations lasting not more than thirty (30) days.

C. Short-Term Assignment - An assignment, other than foreign, which is expected to last more than thirty (30) days but not more than twelve (12) calendar months and requires an employee to obtain lodging at a location other than his established residence.

D. Long-Term Assignment - An assignment, other than foreign, which is non-permanent in nature but is expected to exceed twelve (12) calendar months and requires an employee to relocate his place of residence.

E. Foreign Assignment - Travel outside the continental limits of the United States and Canada (including Alaska and Hawaii) on Company business.

#### Section 3. General

A. Policy - The basic intent of this Article is to ensure that an hourly employee will not lose wages as a result of travel required on Company business which occurs during the employee's regular hours of employment. Travel by hourly employees on Company business is usually required during the normal work shift and during the normal workweek;

however, Company business objectives may make deviations from this policy necessary.

B. Travel Authorization - Determination of the need, method, and length of travel, the amount of cash advance, and justification of expenses are subject to approval by the cognizant Staff Manager or his designated alternate. The method of travel used is based on consideration of transportation costs, subsistence expenses, conflict of schedules, and the importance of the time element. A properly completed Cash Advance/Travel Order (84-00-0888) constitutes authorization to travel on Company business but it is not necessary for sea trials and for local trips within a 75 mile radius of the employee's normal work site unless meals and/or lodging expense will be incurred.

C. Transportation Allowances - If travel by public transportation is authorized by the Company, arrangements must be made through the Travel Section. Time allowed for travel by common carrier will be actual time required.

(1) Air Travel.

- (a) Travel by commercial airlines will be coach class with the following exception: Travel plans cannot be delayed and coach class is not available; requires approval on the cash advance/travel order by the Director of Administration.
- (b) Chartered aircraft may be authorized in unusual circumstances. Only the Electric Boat Corporation President or a member of his staff may authorize travel by chartered aircraft.
- (c) The use of personal aircraft will not be authorized for travel.

(2) Rail Travel. The allowance for rail travel is the actual expenditure. A reserved seat is allowed on trips exceeding 150 miles in one direction. A roomette is allowed for overnight travel.

(3) Travel by Personal Automobile. If use of a personal automobile for travel to a new assignment on Company business is authorized, travel allowances will be paid at the rates stipulated in SP 8-2, currently thirty-six cents (.36) for automobile and eleven cents (.11) for motorcycle. This mileage allowance is for travel to and from the place of

assignment only, and no mileage will be authorized for normal travel to and from work at the new area of assignment.

Allowable mileage will be computed on the basis of the most recent Rand-McNally Standard Mileage Chart measured from the point authorized on the cash advance/travel order to location of new assignment or actual mileage traveled to location of new assignment, whichever is less.

Allowable travel time by personal automobile will be actual travel time required, not to exceed the number of days established by dividing 350 into the total mileage of the most direct route as shown in the most current edition of the Rand-McNally Highway Mileage Chart.

Parking and toll charges incurred during travel to location of new assignment and return travel, which are incidental to the use of a personal automobile, are reimbursable and must be itemized on the Employee Expense Voucher (84-00-0167). Receipts are required for expenditures of \$5.00 or more.

(4) **Automobile Rental.** When an employee is authorized to rent a car during the course of travel on Company business, such approval must be indicated on the Cash Advance/Travel Order by the department head. Reservations will be made by Travel Services. The employee will request a compact car or other low-cost rental car and will remind the rental agent of the General Dynamics discount agreement to ensure receiving credit. Paid receipts must be obtained by the employee for reimbursement of expenses involved in car rental, i.e., receipts for car rental and gasoline purchases. Employees will make every effort to return rental cars with a full tank of gasoline due to the high cost charged by rental agencies to refill returned cars.

#### Section 4. Life Insurance

Electric Boat Corporation provides and assumes all costs of a supplemental insurance policy covering accidental injuries to or loss of life by an employee of the Company while the employee is away from home or permanent base of operations on Employer business. This coverage will commence at the time the insured person leaves home or normal business location on such a business trip and will continue until he returns to his office or home.

#### Section 5. Liability Insurance

A. Employees are responsible for reporting casualties and losses to the Risk Management Section of General Accounting.



(1) Car Rental.

- (a) Inside the continental United States and regardless of the car rental supplier used, the Collision Damage Waiver option should not be purchased. Employees will not be reimbursed for purchased CDW.
- (b) Outside the continental United States, and regardless of the car rental supplier used, the Collision Damage Waiver option should be purchased.

(2) Personal Auto.

- (a) Reimbursement is allowed for collision loss to the employee's vehicle resulting from an accident incurred while on Company business. Reimbursement is limited to the collision deductible of the employee's insurance policy or up to \$500 if the employee does not have collision coverage. Reimbursement is made when the repairs have been completed and an invoice marked "paid" is submitted to the Insurance Section of General Accounting along with a copy of the applicable police report.

B An employee driving any motor vehicle on Company business will notify the Risk Management Section at once if the vehicle is involved in an accident. All requirements of local authorities and of the car rental company with respect to factual reports will be complied with. The employee will not voluntarily make any payments, assume any obligations, or incur any expense.

C. The Company maintains insurance on material and equipment for which it is responsible, and employees are not required to obtain insurance on such items in their possession while traveling.

(1) Personal Property.

- (a) Employees will be reimbursed actual cash value of their car, luggage, clothing, or toilet articles for theft incurred during business travel. Reimbursement is made only after the employee's personal insurance claim has been settled and is limited to the deductible of the

employee's automobile, homeowners, or tenants insurance policy or up to \$500 if the employee has no insurance.

#### Section 6. Subsistence Allowance

Subsistence allowance is paid to hourly employees for travel on Company business.

A. Subsistence While in Transit - Employees will be reimbursed in accordance with SP 8-2 for expenses incurred for meals and lodging while in transit on Company business.

B. Exclusions from Subsistence allowance - subsistence allowance will not be allowed for any day of vacation, unauthorized absence, or hospitalization for illness or injury.

#### Section 7. Employee Expense Account

It is the responsibility of each employee traveling on authorized Employer business to complete employee expense vouchers in accordance with the instructions contained in SP 8-2.

#### Section 8. Travel Pay

Employees directed to travel on authorized Employer business will be paid for travel on the following basis:

A. Travel and Work Not Requiring Lodging Away from Home - An employee who travels to a work site other than his regular place of work, performs work, and then returns to his regular work site, will be paid for all travel and work time. In this case, travel and work time will be combined for the purpose of computing total hours of employment in accordance with the current Employer/Union Agreement.

B. Travel or Work Requiring Lodging Away from Home - Normally, employees will be required to travel during their regular work shift. Employees who are required to commence travel prior to, during, or after their regular work shift, Monday through Friday, will receive straight time pay for actual hours traveled to a maximum of twelve (12) hours.

C. Travel Occurring on Weekends and Holidays - Employees required to commence travel on Saturday, Sunday, or a holiday shall be compensated at the appropriate premium rate for actual hours traveled within the twenty-four (24) hour period, midnight to midnight, to a

maximum of eight (8) hours in a day of travel, regardless of whether the travel time falls within the hours of the employee's regular work shift.

If an employee commencing travel on a premium day travels past midnight into a second premium day, travel compensation shall cease at midnight and no further travel pay will be paid between midnight and 7:00 a.m. If the trip requires travel beyond 7:00 a.m., the rate of pay for the second premium day shall apply to a maximum of eight (8) hours.

If an employee commencing travel on a premium day travels past midnight into a regular scheduled workday, Monday through Friday, travel pay will terminate at midnight and the employee will be allowed one hour extension of this starting time the next day for each hour after midnight provided it is a scheduled workday. The hours of extension allowed may not exceed eight (8) hours in one (1) day and will be paid at the employee's straight time pay.

#### Section 9. Foreign Travel

Employees represented by the Metal Trades Council of New London County and its affiliated Local Unions who are required to travel on foreign assignment (which includes Alaska and Hawaii) shall be paid straight time for actual hours of travel up to 11:00 p.m. of any day of travel. No travel time will be paid between 11:00 p.m. and 7:00 a.m. while enroute by commercial carrier; however, if an employee arrives at a point short of his final destination on or about 11:00 p.m. and is directed by an Employer representative to proceed to his destination by other than public conveyance, straight time hours will be paid to the point of destination. No employee will be eligible for any travel time between 11:00 p.m. and the beginning of his regular work shift if he proceeds by any means, public or private, at his own convenience.

The Employer agrees to apply a twenty percent (20%) wage differential for employees on foreign assignment (which includes Alaska and Hawaii) for a maximum of thirty (30) calendar days based on hours paid for hours worked from the date of arrival at the work site to the date of departure from the work site. Any employee who is on such assignment for a period of greater than thirty (30) days will receive a fifteen percent (15%) site differential commencing on the thirty-first (31<sup>st</sup>) day through the completion of the assignment.

In computing hours of travel, local time at point of departure shall be used as a base line. Travel time is defined as the total actual hours elapsed from the employee's domicile, permanent or temporary, to the point of destination.

## Section 10. Area Differential

### A. Temporary Assignment to ARCO, Idaho:

The Employer agrees to apply a twenty percent (20%) wage differential based on actual hours worked by employees assigned to Arco, Idaho, for periods of thirty (30) calendar days or less subsequent to the signing of this Agreement. It is also agreed that the Employer and the Union will discuss extension of the twenty percent (20%) wage differential should a trip scheduled for thirty (30) days or less be extended by the Employer.

It is specifically noted that the application of this twenty percent (20%) wage differential is confined to assignments of thirty (30) days or less at Arco, Idaho, and does not apply elsewhere within the continental limits of the United States, particularly in major metropolitan areas such as Quincy, Massachusetts; Portsmouth, New Hampshire; Charleston, South Carolina; Norfolk, Virginia; and Vallejo, California.

If any new work locations should be established at a future date, the Employer is willing to discuss the possibility of a wage differential based on hours worked where substantial inconvenience is involved for employees assigned to such locations for thirty (30) days or less.

Temporary Assignments of Thirty (30) days or more:

B. The Company agrees to pay a fifteen percent (15%) site differential to employees on temporary assignment at off-site locations within the *Continental United States, but outside Connecticut and Rhode Island* when such assignments are for periods of at least thirty (30) calendar days. This site differential will be fifteen percent (15%) per hour above an employee's regular rate of pay for all hours actually worked during such temporary assignment.

Any employee who is on such temporary assignment and who is subsequently sent home prior to the 31<sup>st</sup> day due the lack of work will receive the fifteen percent (15%) site differential for all hours actually worked. Employees who return home prior to the 31<sup>st</sup> day for disciplinary reasons, performance reasons or voluntarily for personal reasons will not receive the 15% site differential.

## Section 11. Exclusions

This Article does not apply to Employer/Union contract obligations under the titles "Submarine Sea Trial Pay" or "Sea Duty other

than Submarine Sea Trials", nor will the Employer be obligated to pay any cycle time premium as a result of directed travel.

#### Section 12. Notification of Travel Status

The employer agrees to notify the MTC of employees on travel status, and supply the Union with the following information:

1. the location of the work site,
2. the general nature of the work to be performed,
3. the approximate work schedule,
4. the rate of pay,
5. the method of travel,
6. the scheduled duration of the assignment and scheduled date of return.

### ARTICLE XIV

#### HOLIDAYS

Section 1. The Employer hereby agrees that all employees shall be granted a normal day's pay at their working rate, including shift premium for second and third shift employees, for the following plant holidays regardless of the day of the week on which they fall: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

#### Section 2.

A. Any employee who works within thirty (30) days prior to the occurrence of a paid holiday or within thirty (30) days after the occurrence of a paid holiday or holidays is entitled to collect payment for the holidays occurring during his absence up to a maximum payment of three (3) paid holidays after having returned to work for a period of at least one (1) day provided such absence is covered by authorized leave of absence. However, if the employee leaves voluntarily before working five (5) days

after his return to work, the Company may recoup from the employee, at its option, the holiday or holidays paid above.

B. Employees who are laid off during a week in which a holiday occurs will be paid holiday pay. For the purpose of this section, the week is defined as Monday through Sunday.

C. Any employee serving on the Union Negotiating Committee or attending Union seminars, Union conventions, or Union labor training schools shall receive payment for all holidays occurring during such absence. This section does not apply to full time Union officials.

Section 3. It is mutually understood and agreed that time and one-half will be paid for any and all hours worked on plant holidays in addition to the normal holiday pay.

Section 4. Employees will be entitled to holiday pay when:

A. An employee who is absent from work during his scheduled workweek to attend the funeral of his parent, stepparent, grandparent, grandchild, legal guardian, brother, sister, child, spouse, mother-in-law, father-in-law or stepchild living at home shall be paid for eight (8) hours at his working rate.

B. An employee is serving on jury duty or subpoenaed as a witness.

C. An employee is on a temporary absence of not more than thirty (30) days for Armed Forces duty, including National Guard duty.

D. An employee is absent due to severe illness of the spouse, son, daughter, mother, or father. In such cases, proof of illness must be furnished to the Employer and authorized leave of absence shall not exceed thirty (30) days.

Section 5. Employees will not normally be required to work on holidays except in cases of necessary production and maintenance operations or to provide necessary fire, safety, and plant protection support.

Section 6. When a holiday falls within an employee's vacation, an equivalent day of vacation to offset the holiday may be taken at either the beginning or the end of the vacation period. When a holiday falls within the vacation shutdown period, the employer will schedule an equivalent day of

vacation to offset the holiday at the beginning or the end of the vacation period.

Section 7. The parties may jointly agree in writing to substitute a different holiday or day in place of an above holiday for all purposes.

Section 8. Employees may "float" holidays from the following holiday weeks: Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day and, effective August 1, 2003, Veteran's Day. Floating a holiday means that the holiday is not worked but that the holiday (time off with pay) is deferred until a later time. In order to be eligible to float a holiday, an employee must work or record remaining entitlement time four (4) ten (10) hour days during the holiday work week (alternative work week). Third shift employees will remain eligible to receive premium pay for up to one (1) hour worked on Sunday only. Employees working an alternative work week will not be entitled to cycle time nor will they be entitled to overtime pay until the total of their working hours and charged entitlement time exceeds forty (40) hours during such week. Accumulated floating holidays may be used like vacation days at any time during the calendar year in which they are earned except that they must be taken in full eight (8) hour increments. Any floating holidays remaining at the end of the calendar year will be lost unless affected employees are prevented from taking them based on their working during the holiday shutdown. In such cases, affected employees will be reimbursed eight (8) straight time hours for each floating holiday lost (including any applicable shift premium). Upon separation from employment, unused floating holidays will be lost. Employees voluntarily severing, retiring or being laid off will not be denied the opportunity to utilize accumulated floating holidays before their separation.

Section 9. In addition to the options provided in Memoranda of Agreement 8 and 74, employees may request to work an alternative work week during the week of Martin Luther King Day and/or President's Day in order to observe these holidays. Any request to work such an alternative work week must be made in advance of the holiday week. Third shift employees will remain eligible to receive premium pay for up to one (1) hour worked on Sunday only. Employees working an alternative work week will not be entitled to cycle time, nor will they be entitled to overtime pay until the total of their working hours and charged remaining entitlement time exceeds forty (40) hours during such week.

## ARTICLE XV

### RETIREMENT AND GROUP INSURANCE

The retirement and group insurance programs agreed upon by the parties are made a part of this Agreement and are defined in the plan booklets.

## ARTICLE XVI

### VACATIONS

Section 1. The Employer hereby agrees to grant vacation with pay in accordance with the following schedule:

#### Length of Service:

1 yr. to 3 yrs.	40 hours	2% of earnings
3 yrs. to 5 yrs.	60 hours	3% of earnings
5 yrs. to 10 yrs.	80 hours	4% of earnings
10 yrs. to 15 yrs.	100 hours	5% of earnings
15 yrs. to 20 yrs.	120 hours	6% of earnings
20 yrs. to 25 yrs.	160 hours	8% of earnings
25 yrs. or more	160 hours	10% of earnings

Length of service will be figured as of the employee's anniversary date of hire. Interrupted service will be additive subject to the provisions of Article XXII (SENIORITY) of this Agreement.

Section 2. An employee will receive as vacation pay whichever of the following is greater:

A. Vacation pay based on twelve (12) months earnings, including overtime and shift premium, for the twelve (12) month period



beginning with the first month following the anniversary date of hire, computed on the basis of the percentage to which the employee is entitled under the above schedule, or

B. Vacation pay based on the number of hours for which the employee is eligible in the above schedule computed at the normal hourly rate, including shift premium, as of the Monday nearest the anniversary date of hire.

C. Employees hired, rehired or transferred into the bargaining unit subsequent to June 27, 1998 will earn vacation pay in accordance with paragraph B above only.

Section 3. Upon request, employees will be paid for vacation days when they are taken if they have sufficient vacation pay on the books to cover the days when taken. They will not be permitted to borrow against unearned vacation pay. Unused vacation pay shall be distributed in the month following the anniversary date of hire unless an employee requests that vacation pay be withheld until a later date. Such request must be in writing and submitted not less than two (2) weeks prior to the employee's anniversary date of hire.

Section 4. Employees terminated for lack of work, voluntary quit or discharged during the twelve (12) month period prior to their anniversary date of hire and who are eligible for vacation pay as provided in Section 1 will receive, at the time of separation from the payroll, one-twelfth (1/12th) of the full vacation pay for each month worked during the year or the percentage of earnings, whichever is the greater of the two.

Section 5. Employees rehired during the twelve (12) month period prior to their anniversary date of hire and who are eligible for vacation pay as provided in Section 1 will receive at the time vacation pay is distributed one-twelfth (1/12th) of the full vacation pay for each month worked during the year or the percentage of earnings, whichever is the greater of the two.

Section 6. Employees who are unable to work due to illness or injury certified by a doctor's certificate or who are on authorized temporary leave of absence during the twelve (12) months preceding their anniversary date of hire, and who are eligible for vacation pay as provided in Section 1 will be sent one-twelfth (1/12th) of the full vacation pay at the time it is distributed for each month worked during the twelve (12) months prior to their anniversary date of hire or the percentage of earnings, whichever is the greater of the two.

Section 7. In cases where employees are deceased and are eligible for vacation pay as provided in Section 1, the authorized legal representative of the estate of the deceased employee or the person or persons legally authorized to make distribution of the deceased employee's estate shall receive, upon the presentation of the death certificate, one-twelfth (1/12th) of the full vacation pay for each month worked during the twelve (12) months prior to the anniversary date of hire of the deceased or the percentage of earnings, whichever is the greater of the two.

Section 8. Employees shall take time off for all earned vacation, and vacations shall be taken between January 1, and December 31. It shall be the policy of the Employer to grant time off for vacation purposes. In granting time off, every effort will be made by the Employer to meet the desires of employees as to the time of vacation. In January and February of each year employees will be given the opportunity to request vacation schedules for the year. In the event of conflicting requests, the employee with greater seniority shall have the preference. Once the vacation schedule has been fixed, no employees will have their vacation schedules disrupted by other employees. In the event of conflicting requests for unscheduled vacation, the employee with greater length of service shall have preference. Subject to the above, vacations will be taken by an employee at a time approved by the head of the department in which the employee is working. If production requirements prevent time off when requested, arrangements shall be made to give the employee time off at another time.

Employees with length of service of one (1) year or more whose anniversary date of hire is subsequent to the shutdown will be permitted to draw vacation pay in advance in the amount of one-twelfth (1/12th) for each month since the employee's last anniversary date of hire.

The Employer further agrees not to shut down the Plant in the year in which this Agreement expires.

## ARTICLE XVII

### LEAVES OF ABSENCE

Section 1. Leaves of absence shall be granted without pay to employees with seniority of one (1) year or more as set forth hereafter. The Employer will continue to pay the Employer's share of the insurance premium for the employee for the period of the leave of absence.

Section 2. Any employee elected or appointed to a Union office requiring his full-time presence and necessitating a leave of absence from his

job shall be granted such leave of absence for the period of his term of office. Seniority for purpose of layoff and recall and vesting rights only in the Pension Program will be accumulated during such leave of absence. Additionally, after the effective date of this Agreement, he may count forty (40) hours of credited service for each calendar week of such leave in the same manner as though he had received pay for working such hours for pension purposes.

Section 3. Any employee elected or appointed as a delegate to any Union activity necessitating a temporary leave of absence shall be granted a limited leave of absence in writing without loss of seniority or any other rights. Leaves shall not exceed a total of thirty (30) days in any one year starting with the commencement of the leave. Such leaves may be extended only by mutual agreement of the parties.

Section 4. Leaves of absence shall be granted for injuries sustained while at work for a maximum of eighteen months or for the length of the employee's service (whichever is shorter) from the last day worked. Employees on such leaves of absence as of June 27, 1998 will be allowed to remain in that status until December 31, 1999. Seniority for purpose of layoff and recall will be accumulated during such leave. In addition, pension credits will accumulate during such leave as long as the employee is a recipient of workman's compensation insurance.

Section 5. Leaves of absence shall be granted for disability resulting from non-occupational injury or illness, for a maximum of eighteen months or for the length of employee's service (whichever is shorter) from the last day worked. Seniority for purpose of layoff and recall and vesting rights only in the Pension Program will be accumulated during such leave of absence.

Notwithstanding any provision to the contrary in this Article, a reasonable leave of absence shall be granted without pay to any employee for disability resulting from her pregnancy, child-birth or related medical condition. Seniority for purposes of layoff and recall and vesting rights only in the Pension Program will be accumulated during such leave. If such leave commences or extends beyond the first anniversary of the employee's date of employment, the Employer will thereupon pay the Employer's share of the insurance premium for the remaining period of the leave of absence.

An employee requesting a leave of absence as provided for above should:

(a) Report his/her condition to the medical department as soon as practical after the non-occupational disease, personal injury, illness

or pregnancy is confirmed and submit a statement signed by his/her physician indicating the date on which the employee no longer is able to work and approximate date when the employee will be able to return to his/her regular duties.

(b) An employee on leave of absence shall (1) submit a notice of intention to return to work as far in advance as practical prior to the intended date of return; (2) report to the medical department for medical examination prior to the intended date of return to work; and (3) furnish a statement signed by his/her physician affirming that he/she is medically able to resume the normal duties of his/her job.

Section 6. In all cases of leave of absence due to disability resulting from illness, injury, pregnancy, child-birth or related condition, a doctor's certificate or other satisfactory evidence shall be submitted at the end of the first sixty (60) days of absence and at the end of each month thereafter.

Section 7. Leave of absence shall be granted for reasons which would create an undue personal hardship on the employee if the leave of absence were not granted. Such leave of absence shall not exceed thirty (30) days during which period seniority will be accumulated.

Section 8. An employee elected or appointed to a municipal, State or Federal Government office requiring his full-time presence shall be granted a leave of absence for the period of his term of office. Seniority will be accumulated during such leave of absence.

Section 9. At the completion of a leave of absence, the employee shall be returned to his former position at the rate then in effect for the position. In the event the former position has been abolished, the employee will be assigned to a substantially equivalent position at the prevailing rate of pay for the job to which he is assigned.

Section 10. Upon return to work from leaves of absence defined in this Article, employees shall be granted accumulated seniority rights for the purpose of vacation eligibility.

## ARTICLE XVIII

### JURY DUTY

Section 1. An employee who is required to report for Jury Duty shall be paid the difference between the amount he receives for such duty and

the amount he would have received at his working rate for time lost from work.

Section 2. Employees on Jury Duty shall not be considered unavailable for work on premium days. When an employee returns to work, he shall be given first consideration to equalize his overtime.

Section 3. To be eligible to receive this, the employee must notify the Employer promptly after receipt of notice to report for Jury Duty and must furnish to the Employer a statement or record from the appropriate public official showing the dates and time served and the amount of pay received.

## ARTICLE XIX

### MILITARY SERVICE/RESERVE DUTY

Section 1. The Employer agrees to abide by the provisions of the Universal Military Training and Service Act of the United States of America in effect during the term of this Agreement.

Section 2. Any employee who enters the Armed Services during the term of this Agreement and employees currently serving an initial enlistment not to exceed six (6) years in the Armed Services who are re-employed under established regulations shall accumulate seniority for time spent in the Service for purposes of determining eligibility for fringe benefits subsequent to re-employment and for purposes of layoff and recall under the provisions of Article XXII Seniority.

Section 3. Any employee eligible for vacation pay as defined in Article XVI will be paid all earned vacation pay due him upon termination for the purpose of entering the Armed Services.

Section 4. The Employer will make every effort to place employees who may have become handicapped as a result of military service.

Section 5. Employees rehired upon return from military service shall be eligible for coverage under the Group Insurance Program effective the date of the employee's application for insurance.

Section 6. Employees rehired upon return from military service shall be credited with the full time of his initial enlistment not to exceed six

(6) years in the service for purpose of continuous service and vesting rights in the Employee Pension Plan.

Section 7. The provisions of this Article shall be subject to applicable Federal legislation and judicial determination thereof.

Section 8. An employee who is required to report for active duty training in the National Guard or an Armed Forces Reserve unit shall receive the difference in pay between the gross amount received in pay and allowances for up to ten (10) days of such training and the amount he would have received in wages at his working rate for such periods based on the 40-hour work week. Holidays, subsistence allowance, and pay for quarters will be excluded from this calculation. To be eligible to be paid under this provision, the employee must submit the record of service and pay completed by his commanding officer or other authorized person.

## ARTICLE XX

### SICK LEAVE

Employees absent because of sickness will be granted paid sick leave as follows during the term of this Agreement:

<u>Length of Service</u>	<u>Sick Leave Per Agreement Year</u>	<u>Pay at Working Rate</u>
0 mos. to 6 mos.	2 days	0 hours
6 mos. to 5 yrs.	4 days	16 hours
5 yrs. to 10 yrs.	4 days	32 hours
10 yrs. to 15 yrs.	7 days	56 hours
15 yrs. or more	12 days	96 hours

Employees will be credited with their annual sick leave hours on July 1<sup>st</sup> of each Agreement year. Unused sick leave hours remaining on June 30<sup>th</sup> will be carried over into the following Agreement year.

The Company and the Union agree that punctuality and regular attendance are essential to productivity. The parties also realize there may be occurrences that result in unscheduled time off, including lateness. To accommodate this, Sick Leave time may be used in 1/10<sup>th</sup> of an hour increments, except in the case of excessive lateness.

Lateness is defined as being late for more than three (3) minutes, but less than one (1) hour. Excessive lateness is defined as being late four (4) times in any six (6) month period, the first occurrence being the start of the six (6) month period. Employees who are late in excess of this number will lose the privilege of using Sick Leave to excuse lateness for a period of six (6) months.

Any lateness during this second six (6) month period will be considered unexcused and the employee will be subject to disciplinary action.

Employees will accrue one-twelfth (1/12<sup>th</sup>) of their annual sick leave pay each month. At the option of the employee, payment will be made when sick leave hours are taken unless insufficient pay has accrued at the time of the absence. Employees may elect to receive accrued sick leave pay at any time without having to be absent. Employees will be reimbursed for any accrued but unused sick leave pay on the last day of June occurring in the

final year of this Agreement or if they are discharged for cause, terminated for lack of work, retire, quit or die.

The parties agree to cooperate in an effort to ensure that sick leave be used only for its intended purpose. They jointly recognize that uncontrolled absence must be avoided in order to operate an efficient shipyard.

Employees will be required to use available sick leave hours each time they are absent due to illness or injury. Employees will not be permitted to take excused time off for illness or injury when they have no sick leave hours available, unless the total absence (including that portion covered by sick leave hours) exceeds forty (40) hours.

Any employee who requests and receives sick leave hours for an absence will not be subject to discipline for that absence. In the event an employee is absent, has no remaining sick leave hours and is not granted other paid time off, the absence will be considered unauthorized and the employee will be subject to discipline for each such absence.

Employees must notify their department or supervisor when they are absent on a scheduled work day, regardless of whether sick leave hours are used.

Employees on leaves of absence for periods of thirty (30) days or more will cease accruing sick leave pay until they return to work.

## ARTICLE XXI

### BEREAVEMENT PAY

An employee who is absent from work during scheduled workweek due to the death of their parent, stepparent, grandparent, grandchild, legal guardian, brother, sister, mother-in-law, or father-in-law shall be paid during such absence a maximum of sixteen (16) hours at his working rate.

Employees who are absent for such reasons and who are working an alternative workweek per Article XIV will be paid during such absence a maximum of twenty (20) hours at their working rate, not to exceed two (2) days.

Employees who are absent from work during scheduled work week due to the death of their spouse, child, or stepchild will be paid during such absence a maximum of forty (40) hours at their working rate.



## ARTICLE XXII

### SENIORITY

#### Definition of Seniority

##### Section 1.

A. Seniority shall be recognized and credited on the basis of length of service within occupational titles defined in Appendix A of this Agreement and established seniority categories on a Plant wide basis. This definition shall apply wherever the term seniority is used in this Agreement.

B. Each occupational title shall be composed of the following seniority categories:

Skilled Mechanics and Apprentices  
Semi-skilled Mechanics

Each seniority category of an established occupational title includes all levels within that category integrated on the basis of length of service.

- (1) The Skilled Mechanic seniority category includes all Working Leaders, Specialists, rated Mechanics, and Apprentices.
- (2) The Semi-skilled Mechanic seniority category includes all, Steps 1 through 6.

Section 2. Seniority in the OPEIU occupational titles defined in Appendix A shall be applied within departments, regardless of group designations or rate of pay, except as modified by any memorandums of understanding. Probationary employees within any occupational title shall be laid off before any employee with seniority within that occupational title and department.

Data Processor Seniors subject to layoff within their occupational title may elect to regress, in lieu of layoff, to the classification and occupation from which they were promoted displacing less senior employees where necessary. These employees will be the first employees returned to the Data Processor Senior occupational titles when production requirements permit.

The principles of transfer and promotion defined in Section 6B shall also apply within the jurisdiction of Local Union No. 106 - O.P.E.I.U.

Seniority Categories within Occupational Titles  
(Reference Section 1)

Skilled Mechanic category includes all Working Leaders, Specialists, rated Mechanics, and Apprentices integrated on basis of length of service.

Working Leader	1968
1C	1970
Specialist	1972
2C	1977
1C	1978
Apprentice	1978
2C	1978
Working Leader	1979
3C	1979
Apprentice	1979
1C	1979
2C	1980
3C	1980
Apprentice	1981

Semi-skilled Mechanic category includes all Learners integrated on basis of length of service.

L-6	1978
L-6	1978
L-5	1979
L-5	1980
L-6	1980
L-4	1981
L-3	1982
L-3	1982
L-2	1982
L-1	1982

Section 3. Termination for Lack of Work.

Regression and Recall

A. When a reduction in the working force becomes necessary, employees will be laid off by seniority within their occupational

title and seniority category as provided for herein, except as provided in Section 1A and Section 2.

- (1) Probationary employees within any occupational title shall be laid off before any employees with seniority within that occupational title.
- (2) Semi-skilled Mechanics within any occupational title shall be laid off, in order of seniority, before Skilled Mechanics and Apprentices (combined) within that occupational title.
- (3) If further layoffs become necessary, the Skilled Mechanics and Apprentices (integrated for purposes of seniority) shall be laid off in order of seniority.

The number of employees to be included in the reduction of the working force within each occupational title and seniority category shall be determined by the Employer.

Each occupational title shall be considered separately in cases of termination for lack of work, regression and recall. For example: Pipefitter shall be considered a separate occupation from Pipefitter-Silver Brazier, and Burner shall be considered a separate occupation from Welder-Structural.

Any employee who has been, or is, promoted to a premium title and becomes subject to layoff within that occupational title may elect to regress, in lieu of layoff, to the classification and occupational title from which he was promoted (learners and mechanics will be allowed to regress to their former occupational title at the rate of pay they would have attained through normal progression had they remained in their former occupational title, but in no event lower than third class). The employee may re-enter, seniority permitting, with all of the service time he has accrued within that Local Union.

Recalls of employees who have properly registered for recall shall be accomplished in reverse order of layoff within their occupational seniority category as requirements are established by the Employer. This means the last employee laid off within his seniority category in an occupational title shall be the first employee recalled, assuming he has maintained his recall registration.

Representatives of affected Local Unions will assist in the recall process by calling recalled employees to determine whether they intend to exercise their recall rights.

Employees recalled must notify the Employment Office of their intent to accept recall, within seven (7) days after mailing of a certified letter by the Employer, and must report to work within seven (7) calendar days from date of notification to the employer of intention to return to work.

B. Promotions During Periods of Layoff. Eligible employees shall be promoted within a seniority category of an occupational title defined in Appendix A during periods of layoff.

C. It is agreed that the Employer may terminate employees for temporary periods not to exceed thirty (30) days if circumstances require such action due to a temporary lack of work. The least senior employees in affected occupational titles shall be the first employees temporarily laid off in such circumstances.

D. The Employer may deviate from established layoff and recall rosters where the employee in question lacks the physical qualifications necessary to perform the remaining available work.

The Employer agrees to advise the Union of the necessity for such deviations prior to the action being taken.

E. If the Employer decides that a reduction in force within an occupational title is necessary, the Union will be contacted to determine whether any employees in the affected occupational title desire to be laid off out of seniority order in lieu of less senior employee. Volunteers within the occupational title will be laid off before any other employee. If there are more volunteers for layoff than required, the most senior volunteers will be selected. Once employees have been notified of layoff, no further volunteers will be considered unless the affected employees agree that their layoff be canceled. Employees who volunteer for layoff under these circumstances will be required to sign an agreement waiving their right to be laid off in seniority order and informing them of their layoff and recall rights. Employees who sign this agreement will not be permitted to revoke it thereby forcing another employee to be laid off. If such employees subsequently accept temporary recall for a period of six (6) months or less, they will not be permitted to displace less senior employees when they are laid off at the conclusion of the temporary recall.

#### Section 4. Loss of Seniority

A. When an employee fails to report absence from work within five (5) working days unless such employee can furnish a reason satisfactory to the Employer for not so reporting. An employee who fails to report, as provided herein, will receive a certified letter from the Employer, and unless such Employee can furnish, within three (3) days from the date of mailing, a reason satisfactory to the Employer for not so reporting, he will be terminated.

B. All employees on layoff status will be required to register with the Employer, either in person or in writing, once every six (6) months in order to retain recall rights. The registration periods are January 1-15 and July 1-15 of each calendar year. Failure to register within these defined periods will cause the employee to lose all recall rights under the Agreement.

Thirty (30) calendar days prior to the above registration periods the Company will notify all employees with recall rights by certified letter of their obligation to comply with the registration requirement.

C. Failure to return at the expiration of an authorized leave of absence.

D. After an employee is absent due to lack of work for more than thirty (30) consecutive months. Employees on recall status shall keep Employer informed of current address.

E. (1) If an employee voluntarily quits, is discharged for cause or is retired under the provisions of Article XV.

(2) Whenever an employee is laid off and is subsequently rehired into another occupational title, the employee shall be required to satisfactorily complete a probationary period of ninety (90) calendar days from the date of rehire. This new probationary period is only to determine the employee's suitability in the new job. The employee shall be eligible for overtime assignments during this probationary period.

Seniority shall be credited in accordance with Article XXII, Section 5, Paragraph G(1) from the date of rehire.

Seniority and recall in the title from which originally laid off shall not be lost:

- (a) If the employee voluntarily quits (excluding resignation in lieu of discharge) within thirty (30) days of the date of rehire.
- (b) Within ninety (90) days of rehire, it shall be management's right to remove any rehired employee whose performance is deemed unsatisfactory. Any such removal will not be subject to arbitration.

F. Any employee who has been, or is, promoted or transferred out of the bargaining unit to a salaried non-supervisory position.

#### Section 5. Retention of Seniority

Employees shall accrue seniority when they are on:

- A. Military Service/Reserve Duty, Article XIX.
- B. Authorized Leaves of Absence, Article XVII.
- C. Vacations, Article XVI.
- D. Jury Duty, Article XVIII.
- E. Sick Leave, Article XX.
- F. Plant Shutdown, Article XVI.

G. Periods of Layoff which do not exceed thirty (30) consecutive months when recall registration has been maintained as required by Section 4.B.

- (1) When employees are rehired into another occupational title during the thirty month period, their service time in the new occupational title (up to thirty months) shall be temporarily credited in that title for purposes of layoff. If such employees are laid off again, they shall have recall rights to their original title only.

- (2) (a) If any employee covered by paragraph (1) refuses recall to their original title, seniority in the new occupational title shall be the date of rehire for purposes of layoff and recall. Such employee shall retain all other rights and benefits based on total service with the Employer.
- (b) Any employee who declines an offer of recall to a position for a period of thirty (30) calendar days or less will not lose his recall rights.
- (3) If any employee loses his recall rights because the Employer was unable to recall him, the employee will then be credited with all of the service time he has accrued within that Local Union for purposes of layoff and recall. If the employee was rehired into a different Local Union, such employee shall retain all other rights and benefits based on total service with the Employer.
- (4) When an employee is laid off from a premium title, he will have all of the service time he has accrued within that Local Union for seniority when applying for a transfer to another premium title. On the date of transfer the employee will have all of the service time he has accrued within that Local Union for seniority. However, by transferring the employee waives his recall rights to his former premium title.

H. Medical Transfers.

- (1) Whenever an employee is transferred for medical reasons and the medical limitations are eliminated or altered sufficiently to permit the employee to resume working in their former occupational title, such employee will then be returned, seniority permitting, and credited with all the seniority that would have been accrued had the employee not been medically transferred. (This provision will be applied retroactively to December 31, 1984, for all employees thus affected.)

In the event a reduction in the workforce becomes necessary affecting the above mentioned employees, these employees shall be returned to their status in the suspense department they came from. This is not

considered a layoff. However, the parties agree the reduction will be accomplished by seniority.

The Company agrees when a light duty opening occurs, first consideration for that opening will be given to the senior qualified employee on the applicable light duty list of employees with the necessary physical capacities. If the Union objects to the medical restrictions placed on an employee by the yard hospital it must grieve within twenty (20) working days of notice of the restriction to the employee.

#### Section 6. General Provisions

A. Probationary Period: All new employees of the Employer shall be required to satisfactorily complete a probationary period of one hundred-eighty (180) calendar days from the date of hire before attaining any seniority status. If an employee is retained on the active payroll, the employee's seniority shall be computed from his date of hire. If such employee transfers to an occupational title within the jurisdiction of the same local union during probation, his seniority date shall be computed from date of hire. If the employee transfers to an occupational title outside the jurisdiction of his own local during probation, his seniority will be computed from the date of the transfer. Employees in the probationary period have recourse to the Grievance Procedure in all matters except discharge. The provisions of this section do not apply to the apprenticeship program.

B. Conditions of Transfer and/or Promotion:

- (1) (a) When employees are transferred between occupational titles within the jurisdiction of one Local Union, such employees shall have seniority in the occupational title to which they are transferred as of date of hire upon satisfactorily completing six (6) months in the new occupational title. During this six (6) month period, the transferred employee shall retain seniority rights in the occupational title from which he was transferred. If a reduction in the work force should occur during this six (6) month period, the employee will be subject to layoff on the basis of his seniority in his original occupational title. Notwithstanding the foregoing, an individual who transfers to a



premium title within the jurisdiction of the same Local Union will have all of the service time he has accrued within that Local Union as of the date of transfer.

- (b) In cases of transfer or promotion between occupational titles within the jurisdiction of one Local Union, the senior qualified employee shall have preference over other employees provided he possesses the necessary qualifications to perform the work in the occupational title where the opening occurs.
- (2)
  - (a) Employees transferring between occupational titles represented by different Local Unions of the Metal Trades Council shall have seniority in the occupational title to which they are transferred as of date of transfer for purposes of layoff and recall. Such employees shall receive fringe benefits under this Agreement based on total seniority since their most recent date of hire.
  - (b) In case of transfer or promotion between Local Unions, senior qualified employees within the bargaining unit shall be given the opportunity for such transfer and/or promotion before any new employees are hired into the occupational title where the opening exists.
- (3) It is understood and agreed that no employees will be transferred into any occupational title within the bargaining unit where there are employees on layoff status with recall rights.
- (4) Seniority Lists: The Employer agrees to provide the Metal Trades Council a seniority list of employees in the bargaining unit on the basis of occupational titles defined in Appendix A each January and July during the term of this Agreement.
- (5) Any employee who is transferred to a job represented by another Union, and is subsequently returned to the bargaining unit, shall have seniority as of the date of his return.

- (6) Any employee who is transferred out of the bargaining unit to the MDA-UAW Design Work Category and is subsequently laid off and transferred back to the occupational title from which he was transferred shall be credited with full bargaining unit seniority accumulated up to the time of leaving the bargaining unit.

The laid off employee may re-enter his occupational title in the bargaining unit provided his former bargaining unit seniority is greater than any employee on layoff status with recall rights in that occupational title.

This provision is limited to employees who transferred to the MDA-UAW Design Work Category between June 4, 1995 (or who were enrolled in Drafter Training Class #5) and December 7, 1997 (or who were enrolled in Drafter Training Class #35).

C. Conditions for openings in premium trades:

- (1) The Company will give the M.T.C. written notice which will specify the occupational title, the number of openings to be filled, and the effective date of the posting.
- (2) The Company will post the opening for a period of ten (10) working days in accordance with past practice.
- (3) The notice, if not filled, will expire no later than nine (9) months from the effective date of the posting. The Company may issue a new notice pursuant to paragraph (1) within a nine (9) month period. However, the new notice will automatically cancel and supersede the prior notice.

D. Premium to Premium Title Transfers

- (1) Employees wishing to transfer from one premium title to another will be required to apply through the normal premium posting procedure. They will be integrated by seniority into the posting list along with non-premium applicants from the same local.

- (2) In the event of a layoff in a premium title, affected employees will regress to the last non-premium title held, within the bargaining unit, seniority permitting.
- (3) For premium to premium transfers, resulting from a posting, a lateral transfer memo is not required.

E. The occupational titles of Construction Mechanic, Laborer, Custodian, and Janitor will be combined for purposes of layoff and recall, but not for medical transfers as defined in Article XXII, Section 5H of the 1991-1995 collective bargaining agreement.

F. The occupational titles Fire Inspector and Firefighter will be combined for purposes of layoff and recall.

G. The following occupational titles will be combined for purposes of layoff and recall, but for no other purposes:

ISM Toolmaker II, ISM Assembly Machinist, ISM-Drill, ISM-Engraver, ISM-Grinder, ISM-Layout, ISM-Millers-Large, ISM-Millers-Small, ISM-N/C Machinist, ISM-Reciprocating-Large, ISM-Reciprocating-Small, ISM Horizontal Boring Machines, ISM-Lathe-Large, ISM-Lathe-Small, ISM-Screw Machines, ISM-Tool Room Attendant, ISM-Heat Treater, ISM-Material Handler, OSM-Shop.

H. In the event of a layoff, employees in the Dispatcher occupational title will have the opportunity to regress to the Truck Driver/Forklift Operator occupational title if the following conditions are met:

- (1) The employee was classified as either a Truck Driver/Forklift Operator, Trailer Truck Driver, or Transporter Operator immediately preceding the transfer to Dispatcher; and
- (2) The employee's seniority is greater than any employee, on layoff status with recall rights, from the Truck Driver/Forklift Operator, Trailer Truck Driver, and Transporter Operator seniority group.

## ARTICLE XXIII

### NOTICE TO UNION OF LAYOFFS, TERMINATIONS, HIRINGS AND REHIRINGS

Section 1. The Employer hereby agrees to give five (5) working days notice to employees concerned and the Metal Trades Council with respect to any contemplated temporary layoff of thirty (30) days or less, and prior to action thereon, if requested by the Metal Trades Council, to discuss the contemplated temporary layoff lists with an authorized committee of the Metal Trades Council; and to supply that committee with all available information concerning the number of employees affected by occupational title, the cause, and the estimated duration of the temporary layoffs.

Section 2. The Employer hereby agrees to give five (5) working days notice to the Metal Trades Council with respect to contemplated employment terminations, due to lack of work, and prior to action thereon and, if requested by the Metal Trades Council, shall discuss such contemplated employment termination lists with an authorized committee of the Metal Trades Council and shall supply that committee with all available information concerning the number of employees affected by occupational title and the cause of the employment termination due to lack of work.

For purpose of this section, the term "employment termination" for lack of work means involuntary separation from employment other than discharge for cause, of unknown and indefinite duration.

Section 3. The Employer hereby agrees, if requested, to discuss with an authorized committee of the Metal Trades Council all employees hired and rehired.

Section 4. The Metal Trades Council hereby agrees to hold any discussions it may desire regarding temporary layoffs, employee terminations due to lack of work, hiring and rehiring lists referred to in Section 1, 2 and 3 above within twenty-four (24) hours after receipt of notice from the Employer.

Section 5. The Employer hereby agrees that the privileges with respect to hiring, rehiring, temporary layoffs and employment terminations due to lack of work provided for in this Article shall be exclusive with the Metal Trades Council for those it represents.

Section 6. The Employer agrees to provide to the Metal Trades Council and the Local Union involved, the following information, on a monthly basis, regarding recalls:

- A. A list of all recalled employees.
- B. A list of all employees who refuse recall.
- C. A list of employees with recall rights who could not be contacted, and the reason therefore.
- D. A list of employees who have been offered, and accepted, employment in an occupational title, other than the one laid off from.
- E. The seniority status of any and all employees who are recalled or rehired.

#### ARTICLE XXIV

##### LONG AND FAITHFUL SERVICE

An employee who gives long and faithful service in the employ of the Employer and who becomes unable to handle heavy work to advantage shall be given every preference for such work as is available and the employee is able to perform, and such employee shall receive a rate of pay commensurate with the services performed. For the purpose of interpretation of this Article, the parties agree that ten (10) or more years of service constitutes long and faithful service. (Reference Article XXII Seniority)

#### ARTICLE XXV

##### BULLETIN BOARDS

Appropriate bulletin boards shall be provided and maintained by the Employer for the purpose of posting announcements approved by the President of the Metal Trades Council with regard to Union meetings, Union elections and results thereof, appointments to Union offices, changes in Union bylaws, and social and recreational affairs. No notice shall contain anything controversial, political or reflecting upon the Employer or any of its employees, and the Employer shall be furnished in advance with a copy of the notice to be posted.

## ARTICLE XXVI

### APPRENTICESHIP PROGRAM

A. The Company recognizes the right of the Union to appoint an Apprenticeship Committee to work with the Company Apprenticeship Committee. The combined Joint Apprentice Committee (JAC) will consist of an equal number of representatives from the Company and the Union.

#### B. Program Provisions

Employees shall be eligible for the Apprentice Program upon satisfactory completion of probation. In the event there are additional openings in Apprentice Program, those employees who meet the required qualifications who are on probation will be selected by seniority. Such employees will still be required to satisfactorily complete their probation period.

The parties agree the pay rate structure for enrollees shall begin at the Skilled Mechanic level. All enrollees shall enter the program at the third (3<sup>rd</sup>) class mechanic rate and progression to second (2<sup>nd</sup>) and first (1<sup>st</sup>) class shall occur in one year increments unless specifically withheld because of inadequate performance.

When apprentices fail to perform satisfactorily during the on the job portion of the program, their apprentice time (excluding their unsat time) shall be credited towards their normal progression upon becoming disenrolled. Apprentices must also maintain academic performance in accordance with the jointly agreed Apprentice Standards.

Apprentices shall be integrated within the Skilled Mechanics for seniority purposes under Article XXII.

#### C. Three Rivers General Engineering Technology Associate Degree Program.

To be eligible for this program, employees must be active MTC Shipyard Apprentices at the time of enrollment. All participants must

comply with and meet Three Rivers Community College admissions and academic requirements to remain eligible.

The Company will pay for tuition for all required courses leading to the Associates Degree. Participants must achieve a passing grade of C or better. Participants will reimburse the Company for the full amount of the tuition costs of any course that a grade C or better is not achieved. The JAC will examine course failures for mitigating circumstances that would warrant reconsideration of tuition repayment when requested. The Company will allow participants to attend the Three Rivers courses while on Company time. All time charged will be at the straight time labor rate. Any courses that must be repeated due to a failing grade will be taken on the participant's own time.

All college student fees are the responsibility of the participant.

The Company and the Union have the right to terminate this agreement with six months notice in writing.

Any interpretation or application of this agreement will be referred to the JAC. If not resolved by the JAC, the Union has the right to file a grievance.

D. The present Apprenticeship Program shall continue subject to such changes as may be agreed to from time to time by the Union and the Employer committee.

## ARTICLE XXVII

### STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration, or variation of the agreements, terms, or provisions contained herein shall bind the parties signatory hereto unless made and executed in writing by the parties.

Section 2. The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the Employer's or the Union's right to future performance of any such term, or condition, and both the Union's and the Employer's obligation to such performance shall continue in full force and effect.

Section 3. Either party may at any time propose specific amendments to this Agreement and the parties may mutually agree on amendments and the effective date thereof; but neither party shall be obligated to consider such proposed amendments. Such amendments, modifications and additions to this Agreement shall be evidenced by Letters of Mutual Intent which shall be signed by representatives of the parties duly authorized to do so.

## ARTICLE XXVIII

### MANAGEMENT RIGHTS

In the interpretation of this Agreement, the Employer shall not be deemed to have been restricted in any way in the exercise of the regular and customary functions of management except as specifically limited in the provisions of this Agreement.

## ARTICLE XXIX

### TECHNOLOGICAL CHANGES

In the event of proposed "technological changes" such as the *introduction of automated machines or processes, within an occupational title*, the Employer agrees to discuss such changes with the Metal Trades Council and the Local Union involved.

Any jobs created by virtue of the new changes will be filled by bargaining unit employees. After such changes have been in effect for a period of ten (10) working days, the Employer and the Metal Trades Council with the Local Union involved shall negotiate the appropriate rate of pay for such jobs effective on the day the changes were made and the senior employee or employees shall be given the first opportunity to qualify for such jobs.

In the event it becomes necessary to train employees to qualify for such jobs, the Employer agrees to institute a training program as part of their assignment for the employees retained on the job.

Any placements or displacements caused by such changes shall be made in conformity with the seniority provisions of this Agreement.



## ARTICLE XXX

### SUBCONTRACTING

The Employer agrees it will not subcontract production work; construction of facilities within the Employer's capability or maintenance work normally performed by employees in the bargaining unit provided that adequate manpower (including employees on layoff status with recall rights) and proper equipment are available.

In the application of this Article, the Employer and the Union agree that considerations of availability of manpower, equipment, rental equipment in the Maintenance Department only, costs and schedules will be the basic criteria considered in the Employer's determination of the necessity for subcontracting work. Jobs lasting thirty (30) calendar days or less may be subcontracted without a recall.

The Employer agrees to discuss such work that would normally be performed by the Metal Trades Council prior to letting such contracts.

Any work shifted to the Quincy shipyard or any other shipyard shall be considered to be subcontracting and shall be subject to the above provisions. Notwithstanding anything in this Article XXX, work assigned or shifted to the Quonset Point Facility and work shared with other public or private entities pursuant to teaming agreements, partnering agreements or similar work allocation arrangements shall not be considered subcontracting and shall not be subject to the above provisions.

## ARTICLE XXXI

### STRIKES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no lockouts on the part of the Employer and no strikes, slowdowns or stoppages of work on the part of the employees, and the Union and each of its affiliated Local Unions agree that neither it nor they nor any Local Union officers or representatives will call, instigate, authorize, sanction, or ratify any strike, slowdown or stoppage of work. It is further agreed that there shall be no liability on the part of the Union or any of its affiliated Local Unions, its Local Union officers or representatives for any damages resulting from such strike, slowdown or stoppage of work unless a strike, slowdown or stoppage of work has actually been called, instigated, authorized, sanctioned or ratified by the Union or a Local Union affiliated with the Union or any of its Local

Union officers or representatives or unless said Union or affiliate fails to comply with the provisions of the following sentences of this section. Should any employee, group of employees or Local Union affiliated with the Union engage in any strike, slowdown, or stoppage of work, the Union and the Local Union affiliated with the Union whose members may be involved, shall forthwith disavow any such strike, slowdown or stoppage of work and shall refuse to recognize any picket line established at any of the Employer's facilities in connection therewith. Furthermore, the Union and the Local Union affiliated with the Union involved, at the request of the Employer shall take every reasonable means to induce such employees, group of employees, or Local Union affiliated with the Union to terminate the strike, slowdown or stoppage of work and resume normal operations. It is understood and agreed that the Employer during the first twenty-four (24) hours of such strike, slowdown or stoppage of work shall have the sole and complete right of reasonable discipline short of discharge including forfeiture of vacation pay theretofore earned, and such employees shall not have any right to or be entitled to recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such strike, slowdown or stoppage of work and if such stoppage continues, however, the Employer shall have the sole and complete right to discharge immediately any employee participating in any such strike, slowdown or work stoppage, and such employee shall not be entitled to or have any recourse to any other provision of this Agreement, but if the Employer shall fail to exercise its right of discharge within five (5) calendar days after the commencement of such action by the employee or employees, it may not thereafter discharge or discipline such employee or employees for that violation or violations of this Article.

Section 2. Notwithstanding the provision of Article VI Grievance Procedure, either party to a dispute under Section 1 hereof shall be entitled to obtain immediate arbitration whenever a violation of Section 1 above shall be alleged. In this event, notice shall be made by telegram to the other party to this Agreement, and if one or more Local Unions affiliated with the Union are involved, to such Local Unions, and to the permanent arbitrators to be selected by the parties for such purposes, who shall serve as such for the duration of the Agreement. The arbitrator shall hold a prompt hearing within forty-eight (48) hours after receipt of the notice and shall render an award within twelve (12) hours after the hearing. In such case, the arbitrator shall make findings of fact concerning the alleged violation, and if a violation shall be found to have occurred, he shall prescribe appropriate relief including an order requiring any party or parties or employee or group of employees to desist from any violations of Section 1 hereof, and/or an award for damages, including liquidated damages for a breach of this Article, after the same or a subsequent hearing, against the offending employee or employees, party or parties. In the event the arbitrator enters an order to desist from any violations of Section 1 above, it is agreed that he shall make as a part of his order a provision in his award to the effect that if he finds there is thereafter a continuing or future violation of this Article during the term of this

Agreement, it shall automatically be deemed to be subject to the desist order entered by the arbitrator in such proceeding. Upon receipt by the parties from the arbitrator of a finding that a continuing or future violation of Section 1 has taken place, the offended party may proceed forthwith to secure a court order to confirm and enforce said desist order. It is understood that the liability of the Union and of each of the Local Unions is several and not joint.

Section 3. It is intended and agreed that the procedure herein established for the adjustment of grievances and disputes shall be the exclusive means for the determination of all grievances and disputes whatsoever, including the arbitrability of any grievance or dispute or any claim based upon an alleged breach of this Article. Neither the Employer nor the Union shall institute any action or proceeding in a court of law or equity, state or federal, other than to compel arbitration or to correct, confirm, vacate, modify or secure enforcement of any award or decision of the permanent arbitrator. This provision shall be a complete defense to and also grounds for a stay of any action or proceeding instituted by any party contrary to this Agreement.

Section 4. Employees will undertake to carry out properly any work assignment given them. In the event any grievance arises over the propriety of the assignment of the work, the work will be performed by the employee without interruption and the employee shall have the right to have the grievance disposed of in accordance with the grievance procedure established herein, except as modified in the above sections of the Article.

Section 5.

A. Whenever a violation of Section 1 of the Strikes and Lockouts Article shall be alleged, notification by telegram shall be made by either party to each of the arbitrators on said panel in turn until one is found to be immediately available to hear and decide the case in accordance with the provisions of said Article of the Agreement. The parties have agreed upon the following panel of arbitrators: James Healy and Richard Bloch.

B. The costs of the arbitration shall be shared equally by the Employer and the Union.

ARTICLE XXXII

SEPARABILITY AND SAVINGS

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently

enacted legislation or by any decree of a court of competent jurisdiction, such invalidations of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts of provisions affected. The remaining parts or provisions shall remain in full force and effect.

#### ARTICLE XXXIII

##### GOVERNMENTAL REGULATIONS

Section 1. The provisions of this Agreement shall be subject to all applicable laws, regulations and directive orders, state or federal, now or hereafter issued or enacted, and the interpretation thereof by the appropriate governmental agency.

Section 2. Any provisions of this Agreement which require the approval or consent of any governmental agency shall not become effective until such approval or consent has been received and then shall be made effective according to the terms of the provision including any retroactive date unless otherwise directed by the governmental agency.

#### ARTICLE XXXIV

##### EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union mutually agree to provide equal employment opportunity to all employees in hiring, promotion, transfer and tenure of employment without regard to age, sex, race, creed, color, national origin, nondisqualifying mental or physical disability, sexual orientation, or status as a disabled, Viet Nam era or other protected Veteran, subject only to conditions defined in this Agreement.

#### ARTICLE XXXV

##### SAFETY AND HEALTH

Section 1. The Employer shall make provision for the safety and health of its employees during the hours of their employment.

Section 2. The Union will cooperate with the Employer in encouraging employees to observe all safety regulations prescribed by the Employer and to work in a safe manner. Effective upon ratification of the

Agreement a safety committee may be established by the Union. The number of Union Safety Committee members will be based on a ratio of one (1) Safety Committee member for every five hundred (500) MTC represented employees, not to exceed a maximum of five (5) members. One or more of these members may be designated from each shift where two hundred (200) or more employees are assigned. This committee will meet with the safety representatives of the Employer to assist and make recommendations to, and cooperate with, the safety representatives of the Employer. Such meetings shall be held at least once each month and minutes thereof shall be prepared by the Employer's safety representative and a copy thereof shall be furnished to the Union. The employees on the Safety Committee shall be designated in writing by the Union. Employees so designated shall deal exclusively in safety matters. The employees who shall be so designated by the Union on the Safety Committee shall be employees who have knowledge of the practices at the Yard and who have worked there a minimum of one (1) year.

Section 3. The defined method of operation for members of the MTC Safety Committee agreed upon by the Employer and the Union is as follows:

A. When a Union Safety Committee member receives a complaint on safety, he/she will be allowed to check the condition personally to evaluate the complaint.

B. After he/she personally investigates the complaint and feels it is valid, he/she will advise the Safety Department in writing of the condition he/she feels hazardous. The Union Safety Committee member may deal directly with supervision on the job to attempt to resolve any given situation, except in case of extreme emergency.

C. The Safety Department will investigate the complaint and take corrective action if it is deemed appropriate. The Union Safety Committee member will be advised of the disposition of the case in writing as soon as possible.

D. Any complaints which the Union does not feel have been satisfactorily resolved may be brought up at the next scheduled meeting of the Union/Management Joint Safety Committee. If the committee feels that the Union complaint is valid, it will recommend appropriate action through Human Resources and/or management channels. If the Union is not satisfied with the action of the Joint Safety Committee, it may pursue the issue through the grievance procedure.

E. Safety Committee members designated by the Union shall have the right to devote their full time during the regular scheduled

workweek to perform the functions outlined in this Section. They shall be paid at their working rate for all time provided for in the Agreement.

The Employer shall not be obligated to pay second and third shift Safety Committee members for attendance at the scheduled Joint Safety Committee meetings.

Section 4. The booklet "Accident Prevention Booklet for Employees," shall be made available to all employees.

Section 5. It is the aim of the parties to solve problems and promote safety at the work place. The Employer therefore agrees to abide by the provisions of "OSHA" and to comply with all state and federal regulations pertaining to safety on the job.

Section 6. The Employer shall train all electrical employees that work energize circuits in C.P.R. as frequently as recommended by the American Heart Association guidelines. All new employees expected to work on energized circuits shall receive C.P.R. training before starting work on live circuits. In addition, the Employer agrees to train employees (the number to be determined by the Employer) in C.P.R. to provide coverage in all areas where employees are working.

Section 7. The Employer shall provide a Tank Watch for each shipboard tank wherein only one (1) employee is working.

Section 8. The Employer shall instruct employees in the proper use of safety equipment required by the employee to perform assigned work.

## ARTICLE XXXVI

### INVENTIONS

The Employer shall have the right to require each employee to sign the Invention Agreement Form No. 84-00-2515.

## ARTICLE XXXVIII

### SHIFTS

1. The second and third shift employees shall receive seven percent (7%) per hour above "base rates", figured to the nearest cent.

2. Where the starting time of an employee is prior to the starting time of his normal or regular shift, the employee will receive shift premium for all hours worked.

3. Where the normal or regular shift starting time of an employee is 12 noon or thereafter, the employee will receive shift premium for all hours worked.

4. Whenever an employee is receiving shift premium and his assignment continues into the first shift, shift premium will continue to apply.

5. Shift premium will not apply in the case of any part-time employee.

6. It is the intent of the parties that qualified employees with seniority of five (5) years or more be given preference, on the basis of seniority, for openings which occur on any shift except in those situations where there is a lack of qualified employees to fill the openings.

In any such instance, the Employer may fill the openings with qualified employees with more than five (5) years seniority on the basis of the least senior employees in the occupational title.

7. The Employer agrees that it will not change an employee's normal or regular shift as a disciplinary measure.

8. The Employer will attempt to provide notice of shift changes to affected employees as much in advance as practicable, but in no event less than five (5) working days prior to the change, except in those cases where conditions result in making such notice impossible.

9. Employees who regress from premium titles will be assigned to the shift on which an opening in their former occupational title occurs.

## ARTICLE XXXIX

### SUPERVISORY EMPLOYEE REGRESSION

Any employee who has been, or is, promoted or transferred out of the bargaining unit to a supervisory position within the Electric Boat Corporation and is subsequently transferred back to the occupational title from which he was promoted or transferred, shall be credited with full bargaining unit seniority accumulated up to time of leaving the bargaining unit.

The transferring employee may re-enter his occupational title in the bargaining unit provided his former bargaining unit seniority is greater than any employee on layoff status with recall rights in that occupational title.

## ARTICLE XL

### UNION-EMPLOYER COOPERATION IN CRAFT JURISDICTION AND WORK PRACTICES

Current practices in regard to work assignments and operations that have been in effect under the 1968-1972 Agreement shall remain in effect, except as provided otherwise by Memo 11. It is the intention of the parties to work cooperatively toward the mutually beneficial objective of enabling the Electric Boat Corporation to compete successfully in the technologically advancing shipbuilding industry. The parties agree to discuss changes in current practices which may be proposed by either party and which are reasonably designed to improve productivity without infringing on fundamental craft union principles.

## ARTICLE XLI

### DURATION

This Agreement, effective August 1, 2003 at 12:01 a.m., shall remain in full force and effect until 11:59 p.m., of Friday, November 7, 2008, and from year to year thereafter unless either party shall, at least 60 days but not more than 90 days, prior to the expiration date of the Agreement, notify the other party in writing of a desire to amend or terminate the Agreement.



The provisions of the 1999 – 2004 collective bargaining agreement will remain in effect except as modified herein.

If either party gives notice to the other as herein provided, representatives of the Employer and the Union shall commence negotiations on proposed changes within 30 days of receipt of notice of desire to amend or terminate the Agreement.

It is the intent of the parties hereto that the provisions of the Agreement, which supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

For Electric Boat Corporation, A General Dynamics Company

/s/ Michael W. Toner  
Corporate Vice President -  
President Electric Boat Corporation

/s/ Robert H. Nardone  
Vice President - Human Resources &  
Administration

/s/ John P. Casey  
Vice President - Operations

/s/ Linda G. Gastiger  
Manager - Labor Relations

/s/ Michael J. Alu  
Director - Operations & Facilities

/s/ John W. Hardink  
Director - Human Resources

/s/ Robert G. Restivo  
Chief - Employee Benefits

/s/ Tami M. Algieri  
Human Resources Specialist

For the Metal Trades Council of New London County (AFL-CIO)

- /s/ Kenneth J. DelaCruz  
President, MTC
- /s/ Steve Alger  
Vice President, MTC and  
President/Business Manager  
Electricians Local 261
- /s/ Kenneth Johnson, President/Chief Steward  
Clerks Local 106
- /s/ Peter E. Baker, Chief Steward  
Laborers -Local 547
- /s/ Thomas Anderson, President  
Boilermakers Local 614
- /s/ Lawrence K. Gavitt, Business Representative/  
Chief Steward  
Pipefitters Local 777
- /s/ James Fadden, Chief Steward  
Painters Local 1122
- /s/ Robert Tardif, Chief Steward  
Carpenters Local 1302
- /s/ Michael Smith, President/Chief Steward  
Machinists Local 1871
- /s/ Paul Rosa, Chief Steward  
Teamsters Local 493
- /s/ Thomas Schlink, Secretary/Treasurer  
Teamsters Local 493

APPENDIX A  
OCCUPATIONAL TITLES

Section 1. Work performed under occupational titles listed in Appendix A is recognized and established as within the jurisdiction of the craft under which they are listed, except as provided otherwise by Memorandum 11.

Section 2. Wages

Wage improvements will be implemented as follows:

- A. Year 1 - Effective November 2, 2003 a 4.0% general wage increase to the base wage rates in the wage schedule of this Appendix.
- B. Year 2 - Effective October 31, 2004 a 4.0% general wage increase to the base wage rates in the wage schedule of this Appendix.
- C. Year 3 - Effective October 30, 2005 a 3.5% general wage increase to the base wage rates in the wage schedule of this Appendix.
- D. Year 4 - Effective October 29, 2006 a 4.0% general wage increase to the base wage rates in the wage schedule of this Appendix.
- E. Year 5 - Effective October 28, 2007 a 4.0% general wage increase to the base wage rates in the wage schedule of this Appendix.

Section 3. Ratification Bonus

Effective August 8, 2003 all bargaining unit employees on the payroll as of the date of ratification will be paid a one-time ratification bonus of \$1,000.00.

Section 4. Wage Schedule

Effective August 1, 2003 all employees will be paid in accordance with the rates set forth in the following wage schedule:

# MACHINISTS

## APPENDIX A

### SCHEDULE A

International Association of Machinists and Aerospace Workers Local  
Lodge 1871

TITLE	CLASS	11/2/03	10/31/04	10/30/05	10/29/06	10/28/07
ISM - Toolmaker II	1	19.04	19.80	20.49	21.31	22.16
	2	15.37	15.98	16.54	17.20	17.89
	3	13.55	14.09	14.58	15.16	15.77
R&D Testmen - Mechanical*	1	19.38	20.16	20.87	21.70	22.57
	2	19.12	19.88	20.58	21.40	22.26
	3	18.87	19.62	20.31	21.12	21.97
	4	16.27	16.82	17.51	18.21	18.94
Heavy Equipment Repair - Mechanical	1	18.87	19.62	20.31	21.12	21.97
ISM -	2	15.37	15.98	16.54	17.20	17.89
Assembly Machinist (includes honing machine, portable equipment, test stand, chipper, lathe, buffer polisher)	3	13.55	14.09	14.58	15.16	15.77
Drill						
Engraver						
Grinder (includes cylinder, surface, rotary surface, reciprocating)						
Layout						
Milers - Large						
Milers - Small						
N/C Machinist						
Reciprocating - Large (includes planes, slotters)						
Reciprocating - Small (includes slotter, gear shaper)						
ISM -						
Horizontal Boring Machines	1	18.87	19.62	20.31	21.12	21.97
Lathes - Large (includes vertical turret lathe)	2	15.37	15.98	16.54	17.20	17.89
Lathes - Small	3	13.55	14.09	14.58	15.16	15.77
Screw Machines (includes threading machines)						
Tool Room Attendant						
Machine Shop Bridge Crane Operator	1	18.87	19.62	20.31	21.12	21.97
Maintenance Machinist	2	15.37	15.98	16.54	17.20	17.89
Office Equipment Repairmen	3	13.55	14.09	14.58	15.16	15.77
OSM (includes jigs, fixtures, and greases)						
OSM - Shop						
OSM - Tool Room Attendant						
Pipe Shop Machine Operator						
Power House Engineer - Mechanical						
R&D Tool Room Attendant						
Service Equipment Repair Machinist						
Welding Machine Repair - Mechanical						

\* Premium Trade

MACHINISTSAPPENDIX ASCHEDULE AInternational Association of Machinists and Aerospace Workers Local  
Lodge 1871 (Cont'd)

TITLE	CLASS	11/2/03	10/31/04	10/30/05	10/29/06	10/28/07
Boom Crane Service Engineer	1	22.01	22.89	23.69	24.64	25.63
Maintenance Mechanic - Service Engineer*	1	22.01	22.89	23.69	24.64	25.63
STO Service Engineer - Mechanical*	2	21.02	21.86	22.63	23.54	24.48
	3	20.48	21.28	22.02	22.90	23.82
Mechanical Service Engineer *	4**	19.91	20.71	21.43	22.29	23.18
Welding Machine Repair						
Crane Operator*	1	20.62	21.44	22.19	23.08	24.00
	2	18.36	17.01	17.81	18.31	19.04
	3	14.48	15.06	15.59	16.21	16.86
Toolmaker P	1	19.54	20.32	21.03	21.87	22.74
	2	18.87	19.62	20.31	21.12	21.97
	3	16.21	16.86	17.45	18.15	18.88
Dock Crew - Technical/Mechanical*						
(Includes Three Decks and	1	19.38	20.16	20.87	21.70	22.57
floating drydock)	2	19.12	19.88	20.58	21.40	22.26
ISM - Calibration Technician*	3	18.87	19.62	20.31	21.12	21.97
Maintenance Mechanical - Technician*						
Power House/Heating Plant Maintenance -						
Technician*						
STO Technician*						
Decontamination Technician*	1	19.82	20.61	21.33	22.18	23.07
	2	19.12	19.88	20.58	21.40	22.26
	3	18.87	19.62	20.31	21.12	21.97
	4	16.27	16.92	17.51	18.21	18.94
Inspector* -	1	19.38	20.13	20.83	21.66	22.53
Machine Shop QC	2	18.87	19.62	20.31	21.12	21.97
Machine Shop NQC						
Mechanical QC						
Mechanical NQC						
Receiving QC						
Receiving NQC						
ISM - Heat Treater	1	19.09	19.85	20.54	21.38	22.21
	2	15.88	16.52	17.10	17.78	18.49
	3	13.96	14.52	15.03	15.63	16.26

\* Premium Trade

\*\* This class does not apply to Maintenance Mechanic - Service Engineer

MACHINISTS

APPENDIX A  
SCHEDULE A

International Association of Machinists and Aerospace Workers Local  
Lodge 1871 (Cont'd)

<u>TITLE</u>	<u>CLASS</u>	<u>11/2/03</u>	<u>10/31/04</u>	<u>10/30/05</u>	<u>10/29/06</u>	<u>10/28/07</u>
STO Test Mechanic	1	18.87	19.62	20.31	21.12	21.97
	2	15.37	15.98	16.54	17.20	17.89
	3	13.55	14.09	14.58	15.16	15.77
	4	12.52	13.02	13.48	14.02	14.58
ISM - Material Handler	1	18.87	19.62	20.31	21.12	21.97
	2	15.26	15.87	16.43	17.09	17.77
	3	14.04	14.80	15.11	15.71	16.34
Mechanical Technician	1	19.38	20.16	20.87	21.70	22.57
Welding Machine Repair*	2	19.12	19.88	20.58	21.40	22.26
Trade Technician*	1	.50 above 1/C rate				
* Premium Trade						

# BOILERMAKERS

## APPENDIX A SCHEDULE A

International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths,  
Forgers and Helpers Local 614

TITLE	CLASS	11/02/03	10/31/04	10/30/05	10/23/06	10/28/07
Welder - Developmental*	1	20.58	21.40	22.15	23.04	23.96
Welder - Pipe*	1	20.21	21.02	21.76	22.63	23.54
Welder - Maintenance*	1	19.80	20.59	21.31	22.16	23.05
	2	16.04	16.58	17.26	17.95	18.67
	3	14.09	14.65	15.16	15.77	16.40
Lead Bonder	1	19.54	20.32	21.03	21.87	22.74
	2	16.17	16.82	17.41	18.11	18.83
	3	14.09	14.65	15.16	15.77	16.40
Dock Crew Technician - Security*	1	19.38	20.16	20.87	21.70	22.57
Tank Tester Technician*	2	19.12	19.88	20.58	21.40	22.26
	3	18.87	19.62	20.31	21.12	21.97
Decontamination Technician*	1	19.62	20.61	21.33	22.18	23.07
	2	19.12	19.88	20.58	21.40	22.26
	3	18.67	19.62	20.31	21.12	21.97
	4	16.27	16.92	17.51	18.21	18.94
Inspector* - Receiving QC	1	19.36	20.13	20.83	21.68	22.53
	2	18.87	19.62	20.31	21.12	21.97
Receiving NQC						
Structural QC						
Structural NQC						
Furnaceman	1	19.09	19.85	20.54	21.36	22.21
Welder - Structural	2	15.88	16.52	17.10	17.78	18.49
	3	13.96	14.52	15.03	15.63	16.26
Sheetmetal Worker	1	19.09	19.85	20.54	21.36	22.21
	2	15.37	15.98	16.54	17.20	17.89
	3	13.55	14.09	14.58	15.16	15.77
Trade Technician*	1	.50 above 1/C rate				

\*Premium Trade



# BOILERMAKERS

## APPENDIX A SCHEDULE A

International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths,  
Forgers and Helpers Local 614 (Cont'd)

<u>TITLE</u>	<u>CLASS</u>	<u>11/02/03</u>	<u>10/31/04</u>	<u>10/30/05</u>	<u>10/29/06</u>	<u>10/28/07</u>
Blacksmith	1	18.67	19.62	20.31	21.12	21.97
Bridge Crane Operator	2	15.37	15.98	16.54	17.20	17.89
Burner	3	13.55	14.09	14.58	15.16	15.77
Chipper/Tank Tester/Grinder						
Driller						
Plate Shop Mechanic						
Rigger						
Shiplifter						
Tool Room Service Attendant - Boilermaker						
Weld Room Service Attendant - Boilermaker						
Ship's Crew - (Rigger) Deckhand (on company vessel and rented vessel) employees remain in Rigger occupational title defined herein when assigned						

## ELECTRICIANS

APPENDIX A  
SCHEDULE A

International Brotherhood of Electrical Workers Local 261

TITLE	CLASS	11/02/03	10/31/04	10/30/05	10/29/06	10/28/07
Electrical Service Engineer*	1	22.01	22.89	23.69	24.84	25.63
STO	2	21.02	21.88	22.63	23.54	24.48
Maintenance	3	20.46	21.28	22.02	22.90	23.82
Electronics Service Engineer*	4	19.91	20.71	21.43	22.29	23.18
Electronics Service Engineer* - Calibration						
Fire Control						
Metrology						
Nuclear Systems						
Rad Con Instrumentation						
Sonar						
Welding Machine Repair						
Electrical Technician -	1	19.38	20.18	20.87	21.70	22.57
Welding Machine Repair*	2	19.12	19.88	20.58	21.40	22.28
Dock Crew Technician - Electrical*						
(includes floating drydock and graving docks)	1	19.38	20.18	20.87	21.70	22.57
Electronics Technician*	2	19.12	19.88	20.58	21.40	22.28
Electronics Technician* -	3	18.87	19.62	20.31	21.12	21.97
Calibration						
Fire Control						
Metrology						
Nuclear Systems						
Rad Con Instrumentation						
Sonar						
Electronics Technician Trainee*	1	18.87	19.62	20.31	21.12	21.97
Maintenance Electrician Technician*	1	19.38	20.18	20.87	21.70	22.57
STO Technician - Electrical*	2	19.12	19.88	20.58	21.40	22.28
Temporary Services Technician*	3	18.87	19.62	20.31	21.12	21.97
Vulcanizing Technician*						
R&D Testman - Electrical*	1	19.38	20.18	20.87	21.70	22.57
	2	19.12	19.88	20.58	21.40	22.28
	3	18.87	19.62	20.31	21.12	21.97
	4	18.27	18.92	17.51	18.21	18.94

\* Premium Trade

## ELECTRICIANS

APPENDIX A  
SCHEDULE A

International Brotherhood of Electrical Workers Local 261 (Conf'd)

TITLE	CLASS	11/02/03	10/31/04	10/30/05	10/29/06	10/28/07
Inspector -	1	19.36	20.13	20.83	21.66	22.53
Electrical QC	2	18.87	19.92	20.31	21.12	21.97
Electrical NQC						
Receiving QC						
Receiving NQC						
Electronics Mechanic	1	18.87	19.62	20.31	21.12	21.97
Maintenance Electrician	2	15.37	15.98	16.54	17.20	17.89
Outside Electrician	3	13.55	14.09	14.58	15.16	15.77
Outside Electrician - Preheating						
Outside Electrician - Shop (includes rubber Vulcanizer)						
Powerhouse Engineer - Electrical						
Tool Room Attendant - Electrical						
Welding Machine Repair - Electrical						
STO Test - Electrical	1	18.87	19.62	20.31	21.12	21.97
	2	15.37	15.98	16.54	17.20	17.89
	3	13.55	14.09	14.58	15.16	15.77
	4	12.52	13.02	13.48	14.02	14.58
Trade Technician	*50 above 1/C rate					
* Premium Trade						

PAINTERS

APPENDIX A  
SCHEDULE A

International Brotherhood of Painters and Allied Trades Local 1122

<u>TITLE</u>	<u>CLASS</u>	<u>11/02/03</u>	<u>10/31/04</u>	<u>10/30/05</u>	<u>10/29/06</u>	<u>10/28/07</u>
Decontamination Technician*	1	19.82	20.81	21.33	22.18	23.07
	2	19.12	19.88	20.58	21.43	22.26
	3	18.87	19.62	20.31	21.12	21.97
	4	18.27	18.92	17.51	18.21	18.94
Maintenance Sign Painter*	1	19.31	20.08	20.78	21.51	22.47
Maintenance Painter Painter	1	18.87	19.62	20.31	21.12	21.97
	2	15.37	15.98	16.54	17.20	17.89
	3	13.55	14.09	14.58	15.16	15.77

\*Premium Trade

# TEAMSTERS

## APPENDIX A SCHEDULE A

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Local 493

<u>TITLE</u>	<u>CLASS</u>	<u>11/02/03</u>	<u>10/31/04</u>	<u>10/30/05</u>	<u>10/28/06</u>	<u>10/28/07</u>
Material Controller GFP*	1	20.05	20.85	21.58	22.44	23.34
Transportation Repairman Service Engineer*	1	22.01	22.89	23.69	24.64	25.62
	2	21.02	21.86	22.83	23.54	24.48
	3	20.46	21.28	22.02	22.90	23.82
Automotive Partsman	1	18.87	19.62	20.31	21.12	21.97
Motor Transportation Dispatcher	2	15.37	15.98	16.54	17.20	17.89
Transporter Operator	1	19.87	20.68	21.38	22.24	23.13
	2	19.38	20.13	20.83	21.66	22.53
Locomotive Operator (includes conductor and locomotive engineer) Transportation Repairman Warehouseman	1	18.87	19.82	20.31	21.12	21.97
	2	15.37	15.98	16.54	17.20	17.89
	3	13.55	14.09	14.58	15.16	15.77
Trailer Truck Driver	1	18.87	19.82	20.31	21.12	21.97
Truck Driver/Fork Lift Operator	1	18.30	19.03	19.70	20.49	21.31
	2	18.35	17.00	17.60	18.30	19.03
	3	14.25	14.82	15.34	15.95	16.59
*Premium Trade						

LABORERS

APPENDIX A  
SCHEDULE A

Laborers' International Union of North America Local 547

<u>TITLE</u>	<u>CLASS</u>	<u>11/02/03</u>	<u>10/31/04</u>	<u>10/30/05</u>	<u>10/29/06</u>	<u>10/28/07</u>
Fire Inspector*	1	19.36	20.13	20.83	21.66	22.53
	2	17.96	18.68	19.33	20.10	20.90
Construction Mechanic* (includes backhoe operator, construction laborer, furniture mover, heavy equipment operator, and mason)	1	18.87	19.62	20.31	21.12	21.97
	2	15.37	15.98	16.54	17.20	17.89
	3	13.55	14.09	14.58	15.16	15.77
Firefighter	1	17.62	18.32	18.96	19.72	20.51
	2	14.25	14.82	15.34	15.95	16.59
	3	12.18	12.67	13.11	13.63	14.18
Scrap Material Sorter	1	14.42	15.00	15.53	16.15	16.80
	2	13.25	13.78	14.26	14.83	15.42
Laborer	1	13.25	13.78	14.26	14.83	15.42
	2	12.92	13.44	13.91	14.47	15.05
Summer Hire (Maintenance)	1	8.35	8.88	8.98	9.34	9.71
Custodian	1	9.28	9.65	9.99	10.39	10.81
Janitor	1	11.37	11.82	12.23	12.72	13.23

\*Premium Trade

## CLERICAL

APPENDIX A  
SCHEDULE A

## Office and Professional Employees International Union Local 106

TITLE	CLASS	11/02/03	10/31/04	10/30/05	10/29/06	10/28/07
RadCon Service Engineer*	1	22.01	22.89	23.68	24.64	25.83
	2	21.02	21.86	22.83	23.54	24.48
Radiological Control Monitor*	1	20.59	21.41	22.18	23.05	23.97
RadCon Monitor Assistant*	4	18.91	17.59	18.21	18.94	19.70
Industrial Radiation Auditor* Industrial Radiography - Technician*	1	20.05	20.85	21.58	22.44	23.34
	2	19.38	20.16	20.87	21.70	22.57
	3	19.20	19.97	20.67	21.50	22.36
	4	18.38	17.04	17.64	18.35	19.08
Dosimetry Technician*	1	19.78	20.55	21.27	22.12	23.00
	2	19.04	19.80	20.49	21.31	22.16
	3	16.70	17.37	17.98	18.70	19.45
	4	13.30	13.83	14.31	14.88	15.48
Decontamination Technician*	1	19.82	20.61	21.33	22.18	23.07
	2	19.12	19.88	20.58	21.40	22.28
	3	18.87	19.82	20.31	21.12	21.97
	4	16.27	16.92	17.51	18.21	18.94
Radiography Equipment Attendant	1	18.87	19.62	20.31	21.12	21.97
	2	15.37	15.98	16.54	17.20	17.89
	3	13.55	14.09	14.58	15.16	15.77

\* Premium Trade

CLERICAL

APPENDIX A  
SCHEDULE A

Office and Professional Employees International Union Local 106 (Cont'd)

<u>TITLE</u>	<u>CLASS</u>	<u>11/02/03</u>	<u>10/31/04</u>	<u>10/30/05</u>	<u>10/29/06</u>	<u>10/28/07</u>
<u>GROUP I</u>						
Data Processor	1	19.15	19.92	20.62	21.44	22.30
Senior/Administrative*	2	18.54	19.28	19.95	20.75	21.58
Data Processor	3	18.21	18.94	19.60	20.38	21.20
Senior/Financial*	4	17.12	17.80	18.42	19.16	19.93
	5	16.87	17.54	18.15	18.88	19.64
<u>GROUP II</u>						
Financial Clerk	1	16.87	17.54	18.15	18.88	19.64
Administrative Clerk	2	14.71	15.30	15.84	16.47	17.13
	3	13.74	14.29	14.79	15.38	16.00
	4	13.50	14.04	14.53	15.11	15.71
<u>GROUP III</u>						
Financial Clerk	1	12.92	13.44	13.91	14.47	15.05
Administrative Clerk	2	12.34	12.83	13.28	13.81	14.36
	3	12.19	12.68	13.12	13.64	14.19
	4	12.02	12.50	12.94	13.46	14.00
<u>GROUP IV</u>						
Financial Clerk	1	11.49	11.95	12.37	12.86	13.37
Administrative Clerk	2	11.20	11.65	12.06	12.54	13.04
	3	10.98	11.42	11.82	12.29	12.78
	4	10.85	11.28	11.67	12.14	12.63
	5	10.69	11.12	11.51	11.97	12.45
	6	10.49	10.91	11.29	11.74	12.21
	7	10.37	10.78	11.16	11.61	12.07
Security Escorts	1	11.49	11.95	12.37	12.86	13.37
	2	11.20	11.65	12.06	12.54	13.04
	3	10.98	11.42	11.82	12.29	12.78
	4	10.85	11.28	11.67	12.14	12.63
	5	10.69	11.12	11.51	11.97	12.45
	6	10.49	10.91	11.29	11.74	12.21
	7	10.37	10.78	11.16	11.61	12.07



# PIPEFITTERS

## APPENDIX A SCHEDULE A

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting  
Industry of the United States and Canada Local 777

TITLE	CLASS	11/02/03	10/31/04	10/30/05	10/29/06	10/28/07
STO Service Engineer - Mechanical*	1	22.01	22.89	23.89	24.84	25.83
Maintenance Pipefitter Service Engineer	2	21.02	21.86	22.83	23.54	24.48
	3	20.48	21.28	22.02	22.90	23.82
	4	19.81	20.71	21.43	22.29	23.18
UT Technician*	1	20.05	20.85	21.58	22.44	23.34
	2	19.38	20.13	20.83	21.66	22.53
	3	18.87	19.62	20.31	21.12	21.97
	4	18.21	18.86	17.45	18.15	18.88
	5	14.22	14.79	15.31	15.92	16.56
Pipefitter - Silver Brazier*	1	19.41	20.19	20.90	21.74	22.81
Maintenance Pipefitter Technician	1	19.38	20.16	20.87	21.70	22.57
STO Technician - Mechanical*	1	19.38	20.16	20.87	21.70	22.57
	2	19.12	19.88	20.58	21.40	22.26
	3	18.87	19.62	20.31	21.12	21.97
Decontamination Technician*	1	19.82	20.81	21.33	22.18	23.07
	2	19.12	19.88	20.58	21.40	22.26
	3	18.87	19.62	20.31	21.12	21.97
	4	16.27	16.92	17.51	18.21	18.94
Inspector* - Piping QC	1	19.38	20.13	20.83	21.68	22.53
Piping NQC Receiving QC Receiving NQC	2	18.87	19.62	20.31	21.12	21.97
Heating Plant Operator (includes Bessier boiler and boiler barge)	1	18.87	19.62	20.31	21.12	21.97
Maintenance Pipefitter	2	15.37	15.98	16.54	17.20	17.89
Pipe Coverer	3	13.55	14.09	14.58	15.16	15.77
Pipefitter						
Pipefitter - Hangerman (Resilient)						
Pipefitter - Inscription						
Pipefitter - Power Bending Machine Operator						
Pipe Shop - Tool Room Attendant						
STO Test Mechanic	1	18.87	19.62	20.31	21.12	21.97
	2	15.37	15.98	16.54	17.20	17.89
	3	13.55	14.09	14.58	15.16	15.77
	4	12.52	13.02	13.48	14.02	14.58
Trade Technician*	.50 above I/C rate					
* Premium Trade						

CARPENTERS

APPENDIX A  
SCHEDULE A

United Brotherhood of Carpenters and Joiners of America Local 1302

TITLE	CLASS	11/02/03	10/31/04	10/30/05	10/29/06	10/28/07
Decontamination Technician*	1	18.82	20.81	21.33	22.18	23.07
	2	18.12	19.88	20.58	21.40	22.28
	3	18.87	19.62	20.31	21.12	21.97
	4	16.27	16.92	17.51	18.21	18.94
Joiner Checker*	1	19.36	20.13	20.83	21.68	22.53
Radio-graphic Linemen*						
Carpenter	1	18.87	19.62	20.31	21.12	21.97
Maintenance Carpenter	2	15.37	15.98	16.54	17.20	17.88
Carpenter - Diver*	3	13.55	14.09	14.58	15.16	15.77
Joiner*	1	19.16	19.93	20.63	21.48	22.32
Joiner - Model*	2	16.21	16.88	17.45	18.15	18.88
Joiner - Upholsterer*	3	14.22	14.79	15.31	15.92	16.56
*Premium Trade						

# APPRENTICES

## APPENDIX A SCHEDULE A

### Production and Maintenance Local Unions

<u>TITLE</u>	<u>11/02/03</u>	<u>10/31/04</u>	<u>10/30/05</u>	<u>10/29/06</u>	<u>10/28/07</u>
<b>Trade Apprentice Program (4 yrs)</b>					
Except those listed below					
24 mos to 48 mos	18.87	19.82	20.31	21.12	21.97
24 mos to 36 mos	18.87	19.82	20.31	21.12	21.97
12 mos to 24 mos	15.37	15.98	16.54	17.20	17.89
First 12 mos	13.55	14.09	14.58	15.16	15.77
<b>Welder Apprentice Program (4 yrs)</b>					
36 mos to 48 mos	19.09	19.85	20.54	21.38	22.21
24 mos to 36 mos	19.09	19.85	20.54	21.38	22.21
12 mos to 24 mos	15.88	16.52	17.10	17.78	18.49
First 12 mos	13.96	14.52	15.03	15.63	16.26
<b>Sheetmetal Apprentice Program (4 yrs)</b>					
36 mos to 48 mos	19.09	19.85	20.54	21.38	22.21
24 mos to 36 mos	19.09	19.85	20.54	21.38	22.21
12 mos to 24 mos	15.37	15.98	16.54	17.20	17.89
First 12 mos	13.55	14.09	14.58	15.16	15.77
<b>Painter Apprentice Program (3 yrs)</b>					
24 mos to 36 mos	18.87	19.82	20.31	21.12	21.97
12 mos to 24 mos	15.37	15.98	16.54	17.20	17.89
First 12 mos	13.55	14.09	14.58	15.16	15.77

SEMI-SKILLED

APPENDIX A  
SCHEDULE A

Production and Maintenance Local Unions (Cont'd)

<u>TITLE</u>	<u>CLASS</u>	<u>11/02/03</u>	<u>10/31/04</u>	<u>10/30/05</u>	<u>10/29/06</u>	<u>10/28/07</u>
Semi-Skilled Mechanic	6	12.52	13.02	13.46	14.02	14.58
	5	11.87	12.34	12.77	13.28	13.81
	4	11.50	11.96	12.36	12.88	13.40
	3	11.08	11.52	11.92	12.40	12.90
	2	10.74	11.17	11.56	12.02	12.50
	1	10.48	10.90	11.28	11.73	12.20

APPENDIX B  
EMPLOYEES NOT REPRESENTED BY THE  
METAL TRADES COUNCIL

- A. Employees represented by the Marine Draftsmen's Association.
- B. Security Guards.
- C. Employees represented by the Patternmakers' Association.
- D. Employees in the Legal Department.
- E. Employees in the Public Relations Department.
- F. Employees in the Human Resource Department.
- G. Confidential secretaries (3) in the office of the (Business Development) Planning Department.
- H. Employees in the office of the General Manager.
- I. Employees in the offices of Staff Managers.
- J. The secretary who reports to the following Department Heads:
  - (1) The Budgets, Financial Analysis, and Estimating functions of the Comptroller's office.
  - (2) The Director of Operations.
  - (3) Systems and Procedures Department.
  - (4) Procurement Manager.
  - (5) General Superintendent - Machine Shop.
  - (6) General Superintendent - Piping Trades.
  - (7) General Superintendent - Installation.
  - (8) General Superintendent - Steel Trades.
  - (9) Director Operations Support.
  - (10) Manager of Test and Docks.
- K. All salaried and supervisory employees.

## MEMORANDUMS OF UNDERSTANDING

The Employer and the Metal Trades Council have agreed upon certain memorandums of understanding to the exclusion of all other supplemental agreements. These memorandums of understanding are considered included in this Agreement and shall become effective on the date the Agreement is ratified.

### MEMORANDUM OF UNDERSTANDING 1

#### Hourly Employees Savings and Stock Investment Plan

The General Dynamics Corporation Hourly Employees' Savings and Stock Investment Plan ("Plan") as set forth in the Plan document and as agreed to in Memorandum of Understanding 1 of the 1991-1995, 1995-1998, 1998-2001 and 1999-2004 labor agreements between Electric Boat Corporation (the "Company") and the Metal Trades Council of New London County (the "Union") is carried forward in its current economic form for the duration of this Agreement with the exception of changes in Paragraph 3, below:

#### 1. Additional Matched Contributions

In addition to employee contributions made in an amount up to 10% of Deferral Pay (formerly referred to as "Base Earnings" under the prior Plan document) at a maximum rate of \$12.01 per hour effective August 5, 2001, all Union employees who are (or become) eligible to make contributions to the Plan may elect to contribute an additional 1%, 2%, 3%, 4%, 5% or 6% of their Deferral Pay over \$12.01 per hour up to \$25 per hour. These employee contributions will be matched by Employer Matching Contributions, as described in Section 2 below. All employee contributions will be elected and made in the same manner and will be governed by the same rules as applicable to current employee contributions.

#### 2. Matching Provisions

Effective with the first payroll period beginning on or after August 5, 2001, Employer Matching Contributions will be made as described below.

- a. The current Investment Funds under the Plan will remain in place. Participant may invest his or her employee contributions in whatever proportion he or she chooses among the currently available Investment Funds.

- b. All Employer Matching Contributions will be invested in the Company Stock Fund (as defined in the Plan) regardless of a Participant's investment selections. If less than 100% of an employee's contributions is invested in the Company Stock Fund, then Employer Matching Contributions will be made to the Company Stock Fund at a rate of \$0.50 for every dollar of an employee's contributions. If 100% of an employee's contributions is invested in the Company Stock Fund, then Employer Matching Contributions will be made to the Company Stock Fund at a rate of \$1.00 for every dollar of an employee's contributions.
- c. All units in the Company Stock Fund resulting from employee contributions and Employer Matching Contributions, and earnings thereon, will be subject to the 5 year restriction contained in the Plan. At the end of this 5 year period, *Participants may liquidate and transfer to one or more of the other Investment Funds the proceeds of their Company Stock Fund for that year and any other years in which the 5 year period is completed.* However, in the case of a former Union employee or beneficiary of a deceased Union employee who elects to receive his or her benefit in the form of installments under the Plan, such units may be transferred once to another fund(s) without restriction.

### 3. Unmatched Contributions

Effective January 1, 2004, Union employees eligible to participate in the Plan will be able to elect to increase the amount of unmatched contributions, in 1% increments, to an additional 50% of Deferral Pay subject to the limitations imposed by IRS Regulations.. These additional voluntary contributions will remain part of the Plan and will continue to not be matched with Employer Matching Contributions.

### 4. Government Approval

The effectiveness of this Memorandum of Understanding 1 shall be contingent upon the Plan maintaining its initial and continuing approval by the Internal Revenue Service as a tax-qualified plan under the Internal Revenue Code of 1986, as amended, and shall be contingent upon its continued compliance with the applicable provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA"), the Retirement Equity Act of 1984 ("REACT"), the Tax Reform Act of 1986 ("TRA") and any other laws affecting qualified retirement plans, and the regulations and orders issued

pursuant to such laws. The Company shall make whatever amendments or changes to the Plan and its operation necessary to assure continued compliance with the law and continuation as a tax-qualified plan.

## MEMORANDUM OF UNDERSTANDING 2

### Group Insurance and Health Benefit Changes

The following supplements or changes to the existing Health Benefit Programs for active employees, employees in suspense departments, COBRA participants or eligible retirees under age 65 and their eligible dependents, as applicable, will become effective on the date(s) indicated below.

The Compass Electric Boat Point of Service Plan under the 1995-1998, 1998-2001 and 1999-2004 contracts will continue during the term of this contract with the following changes.

#### A. Medical Plan of Benefits

##### 1. Office Visit Co-Payment

Effective January 1, 2004, the office visit co-payment for in-network office visits will be:

Primary Care  
Physician

\$15/visit

Specialist Care  
Physician

\$15/visit

##### 2 Prescription Drugs

The co-payment for prescription drugs obtained at a network pharmacy will be \$7 for generic drugs and \$20 for brand name drugs for a 34 day supply. For prescriptions obtained through the network mail order pharmacy, the co-payment for a 100 day supply will be \$7 for generic drugs and \$20 for brand name drugs.

#### B. Coverage Levels and Weekly Premiums

1. During the term of this Agreement, the Company will maintain at least five coverage levels for COMPASS Plan members. These include:



Single Coverage

Employee/Retiree/COBRA Participant  
Plus Spouse

Employee/Retiree/COBRA Participant  
Plus Child(ren)

Family Coverage

No Coverage Option

2. MTC employees desiring to decline healthcare coverage may do so by electing "No Coverage" on the new hire enrollment form or during annual open enrollment. If individuals who elected "No Coverage" lose coverage, they may reinstate their coverage with Electric Boat Corporation by completing an enrollment form at the Employee Benefits Office within 30 days of losing their coverage. Individuals who opt out of medical coverage will not lose eligibility for basic life insurance or accident and sickness coverage.

3. Weekly Premium levels for the COMPASS plan:

	<u>12/26/04</u>	<u>1/1/06</u>	<u>12/31/06</u>	<u>12/30/07</u>
Single	\$17/wk	\$20/wk	\$22/wk	\$25/wk
Employee Plus Spouse	\$27/wk	\$31/wk	\$34/wk	\$39/wk
Employee Plus Child(ren)	\$27/wk	\$31/wk	\$34/wk	\$39/wk
Family	\$33/wk	\$39/wk	\$43/wk	\$48/wk

C. Dental Plan Improvements and Premiums

1. Dental Plan Schedule will be improved by 10% on the following effective dates: January 1, 2006, and January 1, 2008. Details of the schedule will be provided to each employee in a separate document entitled "Group Insurance and Health Benefits – Dental Plan for MTC Personnel". Concurrent with the Dental Plan Improvement, a Dental Plan premium will be implemented as follows:

	<u>Dec. 28, 2003</u>	<u>Dec. 26, 2004</u>
Single	\$5/Week	\$6/Week
Employee Plus Spouse	\$7/Week	\$8/Week
Employee Plus Child(ren)	\$7/Week	\$8/Week
Family	\$8/Week	\$9/Week

2. Employees may choose to have "No Coverage" by electing "No Coverage" on the new hire enrollment form or during annual open enrollment. Reinstatement of coverage will be consistent with provisions of the Medical No Coverage provisions contained in B.2., above.

3. Effective January 1, 2006 increase the lifetime maximum benefit payable under the Plan for orthodontia to \$2,500 per covered individual.

4. Effective January 1, 2004 the one (1) year waiting period for Dental Plan eligibility will be reduced to 90 days of continuous service.

D. Accident and Sickness Benefit:

The maximum Accident and Sickness Weekly Disability benefit will be increased as follows:

\$360 to \$370	- 01/01/04
\$370 to \$380	- 01/01/05
\$380 to \$390	- 01/01/06
\$390 to \$400	- 01/01/07
\$400 to \$410	- 01/01/08

E. Effective January 1, 2000 all new employees will be provided with \$10,000 company paid life insurance upon completion of 90 days of continuous service.

F. Government Approval. The Company shall be entitled to adopt such amendments or modifications to its benefit plans and coverages set forth and agreed upon in this Agreement, including its appendices and memoranda of agreement, as may be required to comply with the provisions of public law 93-406, being the Employee Retirement Income Security Act of 1974 (known as ERISA), and any other laws affecting welfare benefit plans and any regulations and orders issued pursuant thereto.

G. Federal or State Health Programs. If during the term of this Agreement, there is established by federal or state government, a program such as National Health Insurance that affords to employees covered by this Agreement similar benefits (such as, but not limited to, medical, surgical, hospital benefits, major medical benefits and dental benefits) to those that are afforded by this Agreement benefits shall be modified in whole or in part to the extent required so as to integrate or so as to eliminate any duplication of such benefits with the benefits provided under such governmental program with the intent to provide from all sources at least the level of benefits agreed upon under this Agreement.

H. Joint Committee on Health Care Costs. The Company and the Union share a deep concern about the cost of health care for employees and their dependents. Together, the Company and Union have witnessed the cost

of health care benefits taking significant increases. Therefore, the parties agree to establish a joint committee on health care costs. The committee shall meet to determine courses of action that could express concern to providers and our common interest in obtaining quality health care at reasonable costs. The committee shall seek cooperation and input from the providers to assist us in these endeavors.

## MEMORANDUM OF UNDERSTANDING 2A

### Early Retirees' Medical Plan

Provisions of the Early Retirees' Medical Plan for retired employees under age 65 or active employees who may retire prior to attaining age 65 during the term of this Agreement will continue as described herein.

1. COMPASS Electric Boat Point of Service Plan. Effective November 1, 1999, the managed health care coverage plan known as the "COMPASS" Electric Boat Point of Service Plan as described in Memorandum of Understanding 2 will be implemented for all current early retirees and those who will retire prior to attaining age 65 during the term of this Agreement.

2. Eligibility. Effective on and after January 1, 1996, active employees who choose to retire early during the term of this Agreement will be eligible to enroll in the "COMPASS" Electric Boat Point of Service Plan provided they satisfy the following criteria as of January 1, 1996:

- a. Age 55 or older with five (5) or more years of service; or
- b. Age 50 or older with at least seventy (70) points (age plus years of service).

Active employees who do not meet the criteria for age or "points" and choose to retire early before age 65 will be responsible for obtaining and paying for their own medical coverage.

3. Contributions. The method of sharing monthly premiums for this coverage will be as follows:

- a. Upon expiration of the 1995-1998 collective bargaining agreement, all cost increases will be absorbed by the retiree/spouse.

Upon reaching age 65, coverage under the early retirees medical plan terminates.

## MEMORANDUM OF UNDERSTANDING 2B

### Supplemental Pension Coverage

Provisions of the Supplemental Pension Coverage will continue as described herein:

1. Implementation of \$94 Pension Supplement.

- a. Eligibility. Retirees with at least ten (10) years of service will be eligible to receive a \$94 per month pension improvement commencing upon the attainment of age 65. In the event the retiree's spouse has not attained the age of 65, he/she will retain the Early Retirees' Medical Plan until the Spouse attains age 65 at which time the spouse's coverage shall terminate and the retiree will be eligible for an additional \$94 per month pension improvement.

b. Computation of Pension Supplement.

1. Retirees with at least ten (10) years of service, and their spouses, will be eligible for the \$94 per month pension improvement commencing upon the attainment of age 65.

2. If an employee has at least five (5) years of continuous service but less than ten (10) years of continuous service at retirement, the \$94 monthly pension improvement shall be prorated in accordance with the employee's years of continuous service. For example, an employee retiring at or after age 65 with seven (7) years of continuous service shall be entitled to 7/10 of the \$94. The same proration shall apply to the retiree's spouse upon attaining age 65.

3. If an employee terminates with a vested pension benefit prior to age 55, the \$94 per month pension improvement will be reduced by a fraction, the numerator of which is the employee's years of continuous service and the denominator of which is the number of years from the employee's date of hire to the employee's 65th birthday.

4. Individuals who are hired into the bargaining unit on or after January 1, 2000 will not be eligible for the \$94 Supplemental Pension Coverage.

## MEMORANDUM OF UNDERSTANDING 2C

### Prefunding of Post-Retirement Medical Benefits

*Before the expiration of the Agreement, the Company may establish a welfare benefit fund to facilitate the funding of post-retirement medical benefits payable under this Agreement and prior agreements between the Union and the Company. The establishment and existence of such a fund shall in no way expand or diminish any individual's right to post-retirement medical benefit coverage. Instead, it shall only serve as a vehicle for more expeditious funding of post-retirement medical benefits.*

The Company may then contribute to the welfare benefit fund established under this proposal.

The Company, if it creates such a fund, may elect to use a tax-exempt trust under Internal Revenue Code Section 501(c)(9) (also known as a "VEBA") to fund any post-retirement medical benefits provided under this Agreement or prior agreements and may take any actions necessary with respect to establishment or administration or operation of such a welfare benefit fund. However, except to the extent permitted or required by law without application of the excise tax set forth in Section 4976 of the Internal Revenue Code, no assets of the welfare benefit fund shall ever revert or inure to the Company's benefit although the funds accumulated thereunder may be otherwise used for the benefit of the Company's employees as permitted by law or regulation.

## MEMORANDUM OF UNDERSTANDING 3

### Retirement Plan Improvements

Pursuant to agreements reached between the Electric Boat Corporation, a General Dynamics Company, and the Metal Trades Council of New London County, it is understood that the Electric Boat Corporation Hourly Rate Employees Retirement Plan will remain in effect with the following changes subject to approval of the Internal Revenue Service. These changes are applicable only to those employees affected as noted below.

A. Retirement Benefit

1. Retirement Prior to January 1, 2005. Any employee in the Hourly Rate Employees Retirement Plan who is eligible under the Retirement Plan and retires from the Company prior to January 1, 2005 or terminates with a deferred vested benefit prior to January 1, 2005 shall receive a monthly retirement benefit, fixed at the date of such employee's retirement and not subject any future increases, equal to forty-one dollars (\$41.00) multiplied by the number of years of such employee's credited service at date of retirement, subject in all cases to appropriate reduction in such benefits due to an early retirement or survivor option election.

2. Retirement On or After January 1, 2005. Any eligible employee under the Retirement Plan who retires from the Company on or after January 1, 2005 or terminates with a deferred vested benefit on or after January 1, 2005 shall receive a monthly normal retirement benefit equal to a monthly multiplier (as set forth below) multiplied by the number of years of such employee's credit service at the date of retirement, subject in all cases to appropriate reduction in such benefits due to an early retirement or survivor option election.

Retirement date on or after January 1, 2005:

- Benefits paid with respect to the period from January 1, 2005 through and including December 31, 2007 = \$45.00.
- Benefits paid with respect to periods after January 1, 2008 = \$49.00.

**Note:** Employees retiring or terminating on or after January 1, 2005 will be eligible for the increased multipliers set forth above.

3. Mandatory cash out value will be up to \$5000 for all Pension Plan participants and deferred vested participants.

4. Carrying time under the Pension Plan will remain at 60 months for layoffs.

5. Bridged Service. Employees actively at work on or after January 1, 1989 with one (1) or more years of continuous service or upon completion of one (1) year of continuous service thereafter will be eligible

for bridging of credited service which was lost before January 1, 1976, subject to the following rules:

- a. The break in service which caused the loss of such service occurred prior to January 1, 1976; and
- b. The benefit level for the bridged credited service will be equal to twenty dollars (\$20.00) a month per year of restored credited service.
- c. Effective January 1, 2005, the benefit level for bridged credited service for employees actively at work on or after January 1, 2005 will increase to twenty-one dollars (\$21.00) a month per year of restored credited service.

6. Government Approvals.

The retirement plan as agreed to between the Company and the Union shall be contingent upon initial and continuing approval of the Internal Revenue Service as a qualified plan under the Internal Revenue Code and subject to being in compliance with all applicable provisions of the Employee Retirement Income Security Act of 1974 (ERISA), Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), the Retirement Equity Act of 1984 (REACT), the Tax Reform Act of 1986 (TRA) and any other laws affecting qualified retirement plans and the regulations and orders issued pursuant to such laws. The Company shall make whatever amendments or changes to the Plan and its operation necessary to assure continued compliance with the law and continuation as a tax qualified plan.

MEMORANDUM OF UNDERSTANDING 4

Active Employment After the Attainment of Age 65

Pursuant to agreements reached between General Dynamics, Electric Boat Corporation and the Metal Trades Council of New London County, it is mutually agreed by and between the parties that unless otherwise permitted or to the extent required by law, including a final order of a cognizant court or order or regulation of a government agency, mandatory retirement by reason of age is eliminated.

Effective on the date of the Agreement, any employee who continues to work for the Company beyond age 65 will continue to accrue credited service under the plan while actively employed until the employee actually retires. With respect to employees who are actively at work on the date of the Agreement and are over 65 on that date, they will receive credited service for all periods of active employment worked with the Company after attaining age 65. Retirement benefits will not be paid until employees over age 65 actually retire from active service. The parties further understand that the government agencies administering the age discrimination laws recognize that costs of such benefit plans as group life insurance, optional life insurance, accidental death and dismemberment insurance, health expense benefits program, accident and sickness coverage, and dental program may increase for those employees age 65 or older. Interpretations concerning provisions of those benefit plans to employees age 65 and over have been issued. In accordance with these interpretations, the Company Plans are amended as follows:

- A. Basic Life Insurance Paid by Company. Continue on same basis as prior to age 65.
- B. Optional Life Insurance. Continue on same basis as prior to age 65.
- C. Accidental Death and Dismemberment Insurance Paid by Company. Continue on same basis as prior to age 65.
- D. Accident and Sickness Weekly Disability Benefits. Continue equivalent coverage as established for employee under age 65 but integrate benefits payable with any Social Security payments received while on disability.
- E. Dental Plan Paid by Company. Continue on same basis as prior to age 65.
- F. Medical Plan
  - 1. Employees age 65 and older; spouse age 65 and older will continue on the same basis as prior to age 65. If an employee elects Medicare coverage and rejects Company's medical coverage (including HMO Plan coverage), Medicare will be the employee's and eligible dependent's



only medical coverage and the Company would then reimburse the employee for the standard "Part B" Medicare contribution for employee and dependent until the date the employee actually retires.

2. Spouses under age 65, regardless of the employee's age, will be covered under the plan of benefits for dependents of active employees under age 65.
3. Spouses 65 and over of employees under age 65 will be covered under the plan of benefits for dependents of active employees under age 65.

G. Retirement Plan for Hourly Employees. Coverage as set forth in Memorandum of Understanding 3.

H. Savings and Stock Investment Plan For Hourly Employees. Continue on same basis as prior to age 65.

I. Other Benefits such as Vacation, Holidays, Sick Leave as set forth in the *Collective Bargaining Agreement*. Continue on same basis as prior to age 65.

From time to time the Company will review its experience and determine if the per capita cost to provide a benefit or insurance program (other than medical benefits coverage), for employees 65 or older is greater than the per capita cost for the hourly employees under age 65 (in the age class specified by government regulations) and employed by the Company. If the cost for any one such benefit, or insurance program is greater, then the Company will, at its option, have the right to change that benefit or insurance program, adjust or eliminate any payments or reimbursement so that, to the extent permitted by law, the cost to the Company will be no greater than the cost it incurs for the hourly employees under age 65 (in the age class specified by government regulations) and employed by the Company.

#### MEMORANDUM OF UNDERSTANDING 5

##### Occupational Summary - Dock Crew Technician

It is mutually agreed between Electric Boat Corporation, A General Dynamics Company and the Metal Trades Council that the occupational title "Dock Crew Technician" is hereby established under the jurisdiction of Machinists Union Local 1871 and the Electrical

Union Local 261 combined into one seniority as defined by Article XXII as specified in the agreement between the parties.

Promotion into this occupational title shall be based upon the need as determined by management.

It is also mutually agreed and understood that as openings occur and employees are placed in the title Dock Crew Technician they will be granted representation within the Machinists Local 1871 International Association of Machinists and Aerospace Workers and International Brotherhood of Electrical Workers Local Union 261 on an equal basis (1 for 1).

#### MEMORANDUM OF UNDERSTANDING 6

##### Special Pay - OJT Instructors And Classroom Instructors

It is mutually agreed between the Employer and the Metal Trades Council that the rate of pay for all instructors in all OJT (On-The-Job Training) programs and for classroom instructors will be seventy-five cents (75¢) per hour over the first class rate of the job concerned.

The above specified rate of pay for OJT instructors and classroom instructors will remain in effect for the duration of the present Labor Agreement between the parties.

The additional seventy-five cents (75¢) provided for herein shall be included in the working rate for purposes of holiday pay within the meaning of Article XIV for classroom instructors only. Consequently, employees engaged in OJT classroom training the day before and/or the day after a holiday will be paid the OJT rate for the holiday.

All candidates for classification as OJT instructors must successfully complete the approved instructor training program before they will be considered for that classification. The training program will be conducted off Company time, and the trainees will not be compensated for their time in class.

A list of OJT instructors by department, by shift, by seniority, will be maintained from which OJT instructors will be assigned.

OJT instructors will be assigned in line with (1) seniority, (2) qualifications, and (3) established work record, on a rotational basis.

The Company will provide the MTC with a list of OJT instructors and current classes on a quarterly basis.

Classroom instructors will be selected by the Employer without regard to seniority and any other contract conditions.

*It is mutually agreed by the parties that qualified Computerized Numerical Control (CNC) Operators in the Inside Machine Shop will be paid Instructor rate while educating other Machine Operators to operate the CNC Machines. These Operators will receive a classroom training session subject to the approval of the Superintendent of the Machine Shop and the Chief of Training. The parties agree that a qualified instructor is an employee who has satisfactorily completed the classroom training sessions necessary and is a full time CNC Operator. Employees to be trained on CNC machines by qualified instructors will receive a maximum of forty (40) hours training.*

#### MEMORANDUM OF UNDERSTANDING 7

##### General Provisions

This will confirm the understanding between the Employer and the Metal Trades Council that the following conditions will apply:

- A. Adequate wash-up time will be granted to employees in various departments requiring this time.
- B. Suits of foul weather gear will be furnished to the Electrical Department for the use of employees as required.
- C. Uniforms to be furnished to Firefighters.
- D. Employees of Electric Boat elected or appointed as Union officials representing the Locals affiliated with the Metal Trades Council who are temporarily absent on Union business pertaining to Electric Boat will not be penalized on the minimum amount of hours required for pension and vacation credits during the course of their term of office.

## MEMORANDUM OF UNDERSTANDING 8

### Additional General Provisions

It is mutually understood and agreed that during the term of the 2003 - 2008 Agreement between the Metal Trades Council and the Electric Boat Corporation the following conditions will remain in full force and effect:

- A. Dirty money will be paid in accordance with Article XII and, in addition, those assignments not included in Article XII, but recognized and appropriately paid as dirty assignments at any time during the 1975-2003 Labor Agreements, shall continue to be paid dirty money when assigned.
- B. Except as modified in Memorandum of Understanding 29, meal money that was paid for circumstances warranting it at any time during 1975-2003 Labor Agreements, shall continue to be paid.
- C. Carpenter divers will continue to be paid in accordance with the D. M. Carlson memorandum to W. Boyle, Jr., dated April 1, 1970.
- D. Job posting in maintenance departments 501 and 505 for openings affecting Laborers Local 547 will continue in accordance with the application recognized by the parties under the 1975-2003 Labor Agreements.
- E. Employees required to work with outside contractors will be paid the contractor's rate of pay as it was applied during the 1975-2003 Labor Agreements.
- F. The Company and the Union agree to the following regarding selection of transporter (CTEC) operators when available openings exist.
  - (i) The senior truck driver/forklift operator or tractor trailer driver responding to a job posting will be given the opportunity to serve a one hundred eighty (180) day probationary period as a back-up driver with promotion to CTEC operator contingent upon successfully completing (a) a manual ("hands on") examination and (b) a written examination (or oral examination at the employees option) on procedural aspects associated with CTEC functions. The parties agree to cooperate in eliminating obvious poor placements based on work history and observed job-related performance

deficiencies. However, the Union reserves the right to file a grievance should it disagree with management's selection in this regard.

- (ii) The Company will expeditiously develop reliable and valid manual and procedural examinations and will test one incumbent CTEC operator with the Union's concurrence in order to establish reliable and valid performance baselines. The parties agree to cooperate in developing and refining the examinations while the Union reserves the right to file a grievance should it disagree with the job-relatedness of the examinations in question or the relative weighting of job elements examined.
- (iii) No provision of this agreement will affect the Company's right to assign work within Group 3 as contained in the flexibility provisions of Memorandum of Understanding 11 of the current labor agreement.

G. The Company and the Union agree to the following regarding the training of Department 545 employees for the Connecticut Public Service License.

Six (6) volunteers will be solicited from the truck driver/fork lift operator occupational title and one (1) volunteer from the tractor trailer occupational title to be trained for the Connecticut Public Service License. The number of employees required to hold this license will be determined by the Company. Seniority will be considered when making the final selections. The Company agrees to pay the initial required fee for the testing process in applying for the license. The Company also agrees to reimburse the initial required fee for those employees who have incurred the expense of obtaining a license as a result of the CDL training program and who currently hold an active license.

*This provision supersedes and renders null and void the Memorandum dated June 17, 1993 on the same subject.*

H. The Company and the Union mutually agree to the following regarding Storm Crew assignments for Department 223 employees in the occupational titles OSE Preheat and Temporary Service Technician.

Due to the critical nature of work performed by these titles work must continue to be supported in instances where the facility is closed for normal production due to severe storm conditions (e.g. winter storms, hurricanes, tornadoes, high tides, flooding or other acts of God) or other emergency situations.

In an effort to secure a reliable workforce in these instances, the Company will, on an annual basis prior to the beginning of each hurricane season (by June 1st), afford all Preheat and Temporary Service Technicians an opportunity to volunteer for Storm Crew assignments.

Department Management will determine the appropriate number of employees required for each Storm Crew assignment and will consider input from the Union in this regard.

In instances where additional support over and above the level of existing volunteers is needed, management may supplement the Storm Crew with additional employees who volunteer at the time of the emergency.

In instances where the number of volunteers exceeds the required level of support, seniority, by shift, within each title, would dictate selection of the crew. Those employees who volunteer for the Storm Crew list are expected to make every effort to report to work or remain at work once the Storm Crew mode begins. Assignments may result in extended shift hours depending on the nature of each emergency.

Any overtime worked in association with this support would be removed from the employees' overtime record in instances where identified employees, for reasonable reasons, are unable to support, no "refusal" or "no show" hours will be charged.

Endorsement of this provision can be discontinued at any time by either party by providing in writing, thirty (30) days advanced notification of intent to discontinue. The agreement contained herein shall remain in effect until such time that either party exercises its right to discontinue.

- I. The parties agree that vacuum cleaners will be used by occupational titles outside Painters Local 1122 only for the expressed purpose of cleaning up trade debris contemporaneous with and incidental to work assignments. This agreement will

not preclude performance of trade specific use of vacuum cleaners for purposes outside these agreed to clean-up functions.

- J. The Union and the Company agree to the following regarding the authorization of pipefitters assigned to temp heat to drive a vehicle in the shipyard only to service heat to all vessels.

No passengers will be allowed in the vehicle except pipefitters assigned to temp heat duty.

*Tools and equipment specifically required to perform the duties of temp heat will be the only thing carried in the vehicle.*

The people assigned to temp heat must also have a valid driver's license.

*Violation of this agreement in regard to the use of this vehicle as required will result in termination of this agreement and the vehicle will be removed from service.*

- K. The Union and the Company agree to the following regarding the use of the Cushman Industrial Carts:

1. The Employer has purchased seven (7) carts, Model 459 two-passenger bench type, for use by Electric Boat Corporation at Groton, Connecticut. It is agreed that no additional vehicles will be used without discussing the need for such vehicles with the Union.
2. These vehicles will be used only to transport a mechanic or mechanics to and from his/their job site.
3. These vehicles will be used only by a mechanic(s) to transport equipment, material and/or tools to/from their job site or tool crib.

These vehicles will not be used to infringe on the core functions of the affected Teamsters occupational titles.

*It is understood between the parties that any violation of this agreement in regard to the use of the Cushman Industrial Carts will be cause for submitting said violation to the grievance procedure (not Article XL, Memo 11).*

- L. The Company and the Union agree to the following regarding the Cushman Industrial Carts:

The Company, on a one time basis, has purchased two (2) Model U14TQHPDL2M Mitsubishi Carts as replacements for two (2) Model 459 Cushman Carts which are being removed from service. Operation of the Mitsubishi Carts will remain the same as the current agreement (dated July 18, 1989) for the operation for the Cushman Carts.

All future replacements of carts will be with Model 459 Cushman Industrial Carts unless agreed to otherwise by the parties.

- M. The parties agree that use of cleansing agents such as "simple green" for the purpose of performing general clean-up on boats by occupational titles outside of Painters Local 1122 is not within the original clean-up functions recognized by arbitrator Richard Mittenthal in PA-105-83 and as a consequence is within the exclusive jurisdiction of Local 1122. This agreement will not preclude performance of trade specific use of cleansing agents for purposes outside general cleanup functions.

- N. If the Company has reasonable suspicion that an employee is unfit for work due to the ingestion of alcohol, the employee will be directed to report to the yard hospital to take appropriate tests to confirm the presence of alcohol. If the employee refuses the tests or otherwise attempts to avoid the tests (i.e. leaves the shipyard) he/she will be treated as if the test was positive and appropriate action under the "Five, Fifteen and Out" memorandum will be initiated.

- O. When employees desire to be absent on non-paid holidays such as Martin Luther King day, such absences will only be excused if the absences are scheduled in advance and charged the time to vacation or sick leave.

- P. The Union and the Company agree to the following regarding the authorization of heating plant operators to drive a vehicle to service and maintain boilers at the Procurement Building, R & D Annex, Firehouse and the Fleet Service Garage.

No passenger will be allowed in the vehicle except another heating plant operator being shown the work required to service and maintain the boilers.



Only tools and equipment specifically required to service and maintain the boilers will be carried in the vehicle. However, it is not the intent of this paragraph to prohibit the use of the vehicle to transport materials in response to unplanned system shutdowns (outages) where immediate restoration of operation is essential.

Any violation of this agreement in regard to the use of the subject vehicle will be cause for submitting said violation to the grievance procedure. Continued violations would be cause for removal of the vehicle from Maintenance.

- Q. It is mutually understood and agreed by the parties that when openings occur within the occupational title "warehouseman," notice of these openings will be posted in Department 545 and senior qualified applicants from the occupational title "truck driver/forklift operator" will be considered for these openings.

The word "considered" means if there is a qualified "truck driver/forklift operator" they will be offered the opening before anyone else is hired for the position "warehouseman."

- R.
1. The VANTRAN Program provides a service and does not come within the scope of any collective bargaining agreement.
  2. The Commuter Services Department promulgates VANTRAN rules and regulations for employees who ride in Company vans and is solely responsible for enforcing its rules and regulations.
  3. Violations of VANTRAN rules and regulations may result in appropriate disciplinary action up to and including loss of ride privileges.

\*Labor Relations shall have no right to impose any discipline (e.g. warning slips, suspensions, discharges) for violations. The Union shall have no right to grieve any discipline affecting suspension of or loss of ride privileges that the Commuter Services Department may impose.

(\*This paragraph shall not apply when the van is in the Company's parking lot. At such time employees will be treated as if they were in a personal vehicle and the collective bargaining agreement will apply. For example, the Company has discharged

employees for use and/or possession of drugs in their car while it was in the Company's parking lot. This settlement does not waive the Company's right to discipline VANTRAN riders under such circumstances nor does it waive the Union's right to utilize the grievance procedure to represent such disciplined employees.)

- S. Electric Boat management and the MTC continue to work together to eliminate vibratory whitefinger caused by the use of vibrating hand tools such as burrs and grinders. The overall effort to eliminate vibratory whitefinger has included protective measures such as anti-vibration gloves and tools and voluntary medical testing.

Testing for the sole purpose of determining intervention strategies to reduce the risks associated with prolonged grinding will be conducted on a voluntary basis with the understanding that the Company reserves the right to implement testing on a mandatory basis in the future. The tests will not be used to determine an employee's continued fitness to perform assigned duties without concurrence from the employee's personal attending physician or a physician mutually agreed to by the employee and the Company. Employees will be paid at their normal hourly rate for any and all associated testing.

Employees will be individually informed of test results and given feedback on how to minimize the risk of developing whitefinger disease.

- T. The Company and the Union agree to the following regarding snow removal duty assignments historically within the jurisdiction of the Laborers Local:

- (i) The Company and the Union agree that manpower on snow removal assignments will be supplied in accordance with Electric Boat Corporation SP 1-22 and the snow removal bill attached.
- (ii) Dirty money will be paid to construction mechanics assigned to the calcium loading function pursuant to Article XII, Section 4, paragraph C. Proper personal protective clothing will be provided on said assignment.
- (iii) The titles of Construction Mechanic and Laborer will be exhausted prior to using other shipyard

personnel on snow removal duty assignments. However, in emergent ice conditions or interim i.e. transition periods, leading to the implementation of the snow bill and SP 1-22, other shipyard personnel may be used.

- (iv) The Company will notify the Laborer Local Chief Steward if snow removal manpower requirements are not being met in the Company's effort to exhaust Construction Mechanics and Laborers. The Chief Steward will assist the Company in meeting its manpower objectives upon notification.
- (v) In providing shift relief for Construction Mechanics and Laborers manning the snow removal, the Company will determine whether the *continued services of the shift* being relieved is still required. If required, those assigned will be expected to continue to man the snow removal. If not required, the Company will dismiss those employees being relieved. The Company reserves the right to consider fatigue factors in providing relief to assigned employees.
- (vi) Pursuant to the snow bill, meals will be provided every six (6) hours after completing a normal eight (8) hour shift while the bill is in effect. Management reserves the right to schedule the meals in the least disruptive manner as possible in order to support continuity of the snow removal effort.
- (vii) Upon implementation of SP 1-22 and the snow bill, Facilities management will contact the Chief Steward of Laborers Local 547 or an appropriate designee who will personally man the snow removal effort as a liaison between management and bargaining-unit employees in resolving emergent issues and facilitating the snow removal effort. The Chief Steward or his designee will be charged to the union business account (2709) for in-plant involvement in this capacity.
- (viii) Management will periodically provide coffee to employees manning the calcium loading function.
- (ix) Provision (vii) above can be discontinued by either party by providing, in writing, thirty (30) days advanced notification of intent to discontinue.

U. The Union and the Company agree to the following regarding the payment of Connecticut Safe Boating Certification for Department 252 and 501 employees:

- (i) Section for certification will be on a voluntary basis by seniority. If there are no volunteers, the least senior employees will be selected by management.
- (ii) The number of employees requiring certification will be determined by the Company.
- (iii) Selected employees will be reimbursed by the Company for expenses incurred up to \$100.00. To receive payment employees must provide a Connecticut Safe Boating Certification and Proof of Course Payment. Only employees receiving certification after May 5, 1999 will be reimbursed.

V. The Union and the Company agree to the following regarding employees in the jurisdiction of the Machinist Local who are required to possess a valid commercial driver's license (CDL) to perform their job. Such employees will be reimbursed for CDL application fees, renewal fees, Tank and HAZMAT endorsements and any other endorsements required by the Company. To receive payment, employees must provide a copy of the license or renewed license and proof of payment.

W. The Union and the Company agree to the following regarding employees in the jurisdiction of the Laborers Local who are required to possess a "Q" Endorsement on their driver's license (CDL) to perform their job. Such employees will be reimbursed for costs associated with obtaining their initial "Q" Endorsement. To receive payment, employees must provide a copy of their license with the "Q" Endorsement and proof of payment.

## MEMORANDUM OF UNDERSTANDING 9

### Lost Tool Procedure

This Memorandum will confirm the understanding reached between Electric Boat Corporation and the Metal Trades Council of New London County with respect to lost tools.

Effective this date, the Employer will replace lost tools to those employees who have adhered to the following guidelines:

- A. All employees required to bring in personal tools for the performance of their work, in order to make a valid claim, must have listed such tools and their cost on an affidavit which will be attested to by their supervisors as being the tools in the employee's possession. The affidavit will be placed on file in the Foreman's Office for the record. Should employees add or take home any of these tools, they must notify their supervisor prior to taking home or adding such tools. A notation to this effect will be made on the signed affidavit with the date.
- B. In the event an employee's tools are stolen or lost due to the Employer's fault and the employee submits a claim for replacement, the claim will be checked against the master list on file and verified as a tool or tools in the employee's possession. After the regular Security Department investigation is completed, the Employer will replace the lost tools and the entry of replacement made on the employee's master list.

Supervisors will be informed of the conditions of this settlement and are expected to cooperate in verifying and preparing lists of tools for all employees under their jurisdiction.

Should a claim for replacement of lost or stolen tools be denied by the company, then the President of the Metal Trades Council and the Director of Labor Relations may meet to review the circumstances of the individual claim denial.

## MEMORANDUM OF UNDERSTANDING 10

### Placement and Swiping of MPT'S

The Union recognizes the right of the Employer to place Automated Time and Attendance System multi purpose terminals (MPT's) in the employees' work areas instead of at the entrance gates. The Employer will give the Union notice and an opportunity to discuss the placement of MPT's. If the Union believes that such MPT has been placed in an unreasonable location and the issue cannot be resolved, the Union shall have the right to resort to the grievance procedure.

The Employer agrees that employees represented by the Union who are required to swipe MPT's in their work areas instead of at the gates shall have a grace period of three (3) minutes on all starting times at the beginning of their respective shifts on all

shifts to swipe into work and shall not be considered late for work unless they swipe in more than three (3) minutes after the said starting time of their respective shifts and that said employees shall not be disciplined or penalized in any way by the Employer regardless of the number of times said employees exercise said grace period of three (3) minutes.

The Employer and the Union agree that employees thus required to swipe MPT's in their work areas shall be allowed to line up in an orderly manner next to their MPT's not earlier than two (2) minutes prior to the end of their respective shifts but shall not be allowed to swipe out until the end of their respective shifts.

## MEMORANDUM OF UNDERSTANDING 11

### Memo Concerning Article XL

- A. The Company and the Union agree that a fully motivated, efficient work force is essential to achieving our mutual objective of continuing to be the best submarine builders in the world. The Company and the Union also agree as follows:
- B. The Company recognizes the benefits of traditional craft jurisdictions in a high rate production environment. It has invested substantial time and money in equipment and training of its employees in developing and fostering valuable craft skills. However, the realities of reduced workloads and low rate production necessitates a change to this historical approach.
- C. The Company is not looking for total interchange- ability.
- D. The Company has the responsibility to seek to reduce idle time and will seek to continue to improve its methods, processes, scheduling and planning, training within the occupational titles, facilities, tools, and maintain adequate manpower and equipment in order to be more productive. The MTC, in working with the Company to responsibly administer Article XL, agrees that unreasonable delays in the completion of an employee's assignment will be avoided in a common sense manner without unrealistic restrictions.
- E. Notwithstanding Article XL, and subject to the procedures of this Memorandum, the Company may make assignments in the

following manner to increase production efficiency and to minimize the impact of fluctuating workloads:

1. Within each of the below-listed Groups, the Company may assign work ordinarily or historically performed by the members of any occupational title in that Group to members of any other occupational title in the same Group. This practice is referred to as "flexibility". The Company may exercise flexibility without limitation.
2. The Company may assign work ordinarily or historically performed by occupational titles in one Group to occupational titles in other Groups. This practice is referred to as versatility. The Company will have unlimited versatility for a maximum of sixteen (16) weeks per year for each employee. Only versatility assignments exceeding four (4) hours per day will be counted toward the sixteen (16) week limitation period. Effective January 1, 2000, this sixteen (16) week limitation period will be reduced to twelve (12) weeks.
3. The Company will utilize versatility to enhance productivity and to reduce disruption caused by workload fluctuation. It will not be used for the purpose of depopulating local unions. The Company will endeavor to maintain historical ratios between locals consistent with construction schedules. If the Union believes that the Company has violated any provision of this paragraph, it will provide written notice of such violation to the Director of Labor Relations. The Company will have thirty (30) days to remedy the violation. If the Union is not satisfied with the Company's remedial action it may initiate a grievance under the provisions of Article VI.
4. The Company may assign qualified employees in any occupational title to dispense tools and wire.
5. In the event a conflict between any other provision of this Agreement and this memorandum regarding work assignments, this memorandum will control.

Group 1 - Pipefitters:

- Maintenance Pipefitter Service Engineer
- Heating Plant Operator
- Pipefitter-Inscription

- Pipefitter-Power Bending Machine Operator
- Pipefitter-Silver Brazier
- STO Test Mechanic
- STO Service Engineer-Mechanical
- Maintenance Pipefitter Technician
- Maintenance Pipefitter
- Pipefitter-Hangerman (Resilient)
- Pipe Coverer
- Pipefitter
- STO Technician-Mechanical
- Decontamination Technician
- Pipe shop - Tool Room Attendant
- U. T. Technician
- Inspector - Piping NQC
- Inspector - Piping QC
- Inspector - Receiving NQC
- Inspector - Receiving QC
- Piping Trade Technician

#### Group 2 - Painters:

- Decontamination Technician
- Maintenance Painter
- Maintenance Sign Painter
- Painter
- Painter Cleaner

#### Group 3 - Teamsters:

- Automotive Partsman
- Locomotive Operator
- Material Controller GFP
- Motor Transportation Dispatcher
- Transporter Operator
- Transportation Repair
- Transportation Repair Specialist
- Transportation Repair Service Engineer
- Truck Driver/Fork Lift Operator
- Trailer Truck Driver
- Warehouseman

#### Group 4 - Machinists:

- Crane Operator Service Engineer
- Crane Operator
- ISM-Assembly Machinist
- ISM-Drill



- ISM-Grinder
- ISM-Heat Treater
- ISM-Lathes Large
- ISM-Layout
- ISM-Millers Large
- ISM-N/C Machinist
- ISM-Reciprocating Small
- ISM-Machine Rigger
- ISM-Reciprocating Large
- ISM-Millers Small
- ISM-Lathes Small
- ISM-Horizontal Boring Machine
- ISM-Engraver
- Machine Shop Bridge Crane Operator
- Heavy Equipment Repair-Mechanical
- ISM-Screw Machines
- Maintenance Machinist
- Maintenance Mechanical Technician
- OSM
- Pipe Shop Machine Operator
- Powerhouse Engineer-Mechanical
- Welding Machine Repair-Mechanical
- Welding Machine Repair - Technician
- Welding Machine Repair - Service Engineer
- STO Technician
- Decontamination Technician
- R&D Tool Room Attendant
- Material Handler
- ISM-Tool Room Attendant
- Maintenance Mechanic Service Engineer
- Office Equipment Repairman
- OSM-Shop
- Power House/Heating Plant Maintenance Technician
- R&D Testman-Mechanical
- Toolmaker I and II
- STO Test Mechanic
- STO Service Engineer-Mechanical
- ISM-Calibration Technician
- OSM-Tool Room Attendant
- Inspector - Mechanical NQC
- Inspector - Mechanical QC
- Inspector - Machine Shop NQC
- Inspector - Machine Shop - QC
- Inspector - Receiving NQC
- Inspector - Receiving QC
- Machinist Trade Technician

#### Group 5 - Electricians:

- Electrical Service Engineer-Maintenance
- Electrical Service Engineer-STO
- Electrical Technician-Welding Machine Repair
- Electronics Service Engineer-Calibration
- Electronics Service Engineer-Fire Control
- Electronics Service Engineer-Metrology
- Electronics Service Engineer-Nuclear Systems
- Electronics Service Instrumentation
- Electronics Service Engineer-Sonar
- Electronics Service Engineer-Welding Machine Repair
- Electronics Mechanic
- Electronics Service Engineer
- Electronics Technician
- Electronics Technician-Calibration
- Electronics Technician-Fire Control
- Electronics Technician-Metrology
- Electronics Technician-Nuclear Systems
- Electronics Technician-RadCon Instrumentation
- Electronics Technician-Sonar
- Maintenance Electrician Technician
- Outside Electrician-Preheat
- STO Technician-Electrical
- Temporary Services Technician
- Vulcanizing Technician
- Powerhouse Engineer-Electrical
- Maintenance Electrician
- Outside Electrician
- R&D Testman-Electrical
- STO Test-Electrical
- Towboat Engineer-
- Welding Machine Repair Electrical
- Tool Room Attendant
- Inspector - Electrical NQC
- Inspector - Electrical QC
- Inspector - Receiving NQC
- Inspector - Receiving QC
- Electrical Trade Technician

#### Group 6 - Boilermakers:

- Blacksmith
- Burner
- Decontamination Technician
- Driller
- Furnaceman

- Lead Bonder
- Welder-Maintenance
- Rigger
- Shipfitter
- Tank Tester Technician
- Ship's Crew (Rigger) Deck Hand
- Welder-Pipe
- Bridge Crane Operator
- Welder-Developmental
- Furnace Striker
- Chipper/Tank Tester/Grinder
- Loftsmen
- Plate Shop Mechanic
- Sheetmetal Worker
- Welder-Structural
- Towboat Operator
- Towboat First Mate
- Wire Room Service Attendant
- Tool Room Service Attendant
- Inspector - Structural NQC
- Inspector - Structural QC
- Inspector - Receiving NQC
- Inspector - Receiving QC
- Boilermaker Trade Technician

Group 7 - Laborers:

- Construction Mechanic
- Fire Inspector
- Firefighter
- Laborer
- Scrap Material Sorter
- Custodian
- Summer Hire (Maintenance)
- Janitor

Group 8 - Carpenters:

- Carpenter
- Carpenter Diver
- Decontamination Technician
- Joiner
- Joiner Checker
- Joiner-Model
- Joiner-Upholsterer
- Radiographic Lineman

Group 9 - Clerks:

- Decontamination Technician
- Dosimetry Technician
- Industrial Radiation Auditor
- Industrial Radiography-Technician
- Radiography Equipment Attendant
- Radiological Control Monitor
- Radiological Control Monitor Assistant
- Radiological Control Monitor Service Engineer

Group 10 - Electricians/Boilermakers/ Machinists:

- Dock Crew Technician-Electrical (Electricians)
- Dock Crew Technician-Security (Boilermakers )
- Dock Crew Technician-Mechanical (Machinists)

Group 11 - Inspection

- Industrial Radiography - Technician
- Inspector - Electrical NQC
- Inspector - Electrical QC
- Inspector - Machine Shop NQC
- Inspector - Machine Shop QC
- Inspector - Mechanical NQC
- Inspector - Mechanical QC
- Inspector - Piping NQC
- Inspector - Piping QC
- Inspector - Receiving NQC
- Inspector - Receiving QC
- Inspector - Structural NQC
- Inspector - Structural QC
- U.T. Technician

F. Dispute-resolution procedures:

1. Disputes relating to Article XL, this Memorandum and/or Appendix A will first be raised, by the employee or Local Union involved, with the MTC. If the MTC determines to pursue the matter after investigation and review, it shall (within 20 working days from the date of knowledge of the occurrence or knowledge of the failure of the occurrence of the incident upon which the dispute is based) provide Labor Relations with a Fact Sheet or a "Notice of Violation", as the case may be, giving written notice of the existence of such dispute. The MTC shall provide the Company with sufficient information to

properly investigate and/or respond to the dispute. Labor Relations will investigate Fact Sheets and "Notices of Violation" which have been filed.

2. In the case of a regular grievance filed under the procedures of Article VI alleging a violation of any provision of the Agreement other than Article XL or this Memorandum, the Company may elect that such grievance be processed and resolved under the procedures of this Memorandum unless the grievance states, or the Union thereafter stipulates, that the Union does not challenge the propriety of any assignment of work. If the Union claims that the effect of properly-conducted work assignments was to violate occupational title seniority rights, such grievance may be processed and resolved under Article VI.
3. Designated representatives of the MTC and Labor Relations shall meet, no less than monthly, to attempt to resolve such disputes. At such meetings, the parties will discuss all Fact Sheets and "Notices of Violations" filed 30 days or more prior to the date of the meeting. If at such meetings the Union presents the results of its factual investigation and its reasons for believing that a particular assignment was violative, Company will provide the Union with the results of its factual investigation and its position as to whether a violation occurred and its reasons if any why the assignment was permissible.
4. If no resolution of a specific dispute is thus achieved, or if Labor Relations should refuse to meet with MTC representatives on a monthly basis, then the MTC may within 20 working days of the meeting described in Paragraph F (3) schedule such grievance for arbitration as provided below, by giving the Company written notice thereof. If any Fact Sheet or "Notice of Violation" is not scheduled for arbitration within the time provided above it shall be "administratively closed," which shall be without precedent to future assignment disputes but with prejudice to the specific Fact Sheet or "Notice of Violation" thus administratively closed.
5. Such grievance shall be resolved by expedited arbitration by a standing Arbitrator (who is willing to

serve on a continuing basis), who has shipyard-related experience and who is to be selected by mutual agreement (through the A.A.A. processes if need be) and will after the issuance of his first decision continue to serve by mutual agreement.

6. Where an Award by the standing Arbitrator holds that in a particular instance the Company committed a violation relating to Article XL, Memo 11 and/or Appendix A, there shall be no monetary remedy imposed but the standing Arbitrator shall only issue a cease-and-desist order which identifies the prohibited work performed, occupational title to which the assignment was made, occupational title claiming the work, and such other factual circumstances (such as location, duration, equipment, processes, etc.) as the standing Arbitrator decides are determinative. Each such cease-and-desist Award shall take effect 20 working days after notice to the Company of the Award.
7. If the Union claims that the Company thereafter violates a prior cease-and-desist Award:
  - (a) The Union shall file a written "Notice of Violation" (identifying the prior Award in question) in accordance with, and which shall be processed through, the provisions of Paragraphs F.1., 3. and 4. above.
  - (b) The Company may at any time elect that any "Notice of Violation" filed shall be heard in immediate arbitration on specially-scheduled dates within ten (10) working days or as nearly thereto as may be feasible by written Company notice to the Union and the standing Arbitrator, which hearing shall not displace any date established for the hearing of an initial dispute under Paragraph F.4. or a "Notice of Violation" scheduled for hearing by the Union under this Paragraph F.7.
  - (c) If any "Notice of Violation" is pursued to arbitration (by either Company or Union election), the prior cease-and-desist Award in question may not be invoked by the Union or used by the standing Arbitrator as a basis for finding a repeat violation or imposing any

monetary remedy unless the subsequent disputed assignment involves the same work performed, occupational title performing the work, occupational title claiming the work and other determinative factual circumstances (such as location, duration, equipment, processes, etc.) as the prior cease-and-desist Award; provided, that the Union shall not be precluded, in an appropriate case as determined by the standing Arbitrator, from demonstrating to the standing Arbitrator that in the context of the specific work involved the particular occupational title performing the work should be regarded as immaterial to the propriety of the assignment; in such event the dissimilarity of performing titles shall not alone constitute a bar to invoking or using the prior cease-and-desist award as a basis for monetary remedy.

- (d) If the standing Arbitrator determines that the prior Award was violated, the Company shall pay the Union on an hour-for-hour basis for each hour the assignment (or portion thereof) found to be violative is proved to have been performed, provided that the Company shall not be monetarily liable for any period of performance prior to the date which is 5 days before the "Notice of Violation" was filed. Such payment shall be at the applicable rate in effect at the time of the assignment for the occupational title claiming the work (including the overtime rate to the extent that the work was performed on an overtime basis).

8. For all arbitrations of disputes relating to Article XL, this Memorandum and/or Appendix A:

- (a) The standing Arbitrator shall be without power to change, alter or amend the language of the contract or this Memorandum, and the decision of the standing Arbitrator shall be final and binding upon the parties.
- (b) The Company need not respond to, and the standing Arbitrator shall not decide, any dispute which is determined by the standing Arbitrator not to have been first processed in the manner

and within the time limits described above, provided that the time limits set forth above may be extended by the parties themselves by mutual agreement in writing.

- (c) Such arbitrations shall be separate from, and not in any way interfere with, postpone or replace any arbitration case scheduled or processed under the standard contractual arbitration procedure.
- (d) The standing Arbitrator shall issue his decision 45 working days after the close of the hearing.
- (e) The Company and the Union shall equally share the fees and expenses of the standing Arbitrator and hearing officers.

- G. The purpose of this Agreement is a good-faith effort to improve productivity without eliminating fundamental craft jurisdiction. The Company and the Union agree to strive to improve labor management relations and communications so that incipient problems can be dealt with and resolved before they reach major proportions.

## MEMORANDUM OF UNDERSTANDING 12

### Application Agreement - Radiation Areas

The Employer shall not be precluded from the assignment to an employee of work incidental to his job assignment which is outside his normal trade in radiation areas. The term "radiation areas" as used herein shall mean:

- A. The area of a commissioned ship between a line ten feet forward of the forward reactor bulkhead and a line ten feet aft of the aft reactor bulkhead and,
- B. The high radiation work area in the nuclear repair building.



## MEMORANDUM OF UNDERSTANDING 13

### Trade Technician

It is mutually agreed and understood that a new occupational title, Trade Technician, is hereby established for each of the following Local Unions: Boilermakers, Electricians, Machinists, and Pipefitters.

Trade Technician occupational titles will be included in Flexibility Group Nos. 1, 4, 5, and 6 under Memorandum of Understanding 11. Employees promoted to Trade Technician may perform work ordinarily and historically assigned to any occupational title listed in their Flexibility Group, including premium occupational titles.

No employees will be promoted to Trade Technician until the total MTC represented population reaches 2,400. No more than 240 employees will be assigned to these occupational titles. The Company will have the sole discretion to fill or not to fill these positions.

The purpose of the Trade Technician occupational title is to preserve skills within the shipyard. In order to qualify for promotion to Trade Technician, an employee must possess two or more designated skills. To the extent an employee cannot immediately demonstrate such skills, training will be considered if sufficient skills can be acquired in a reasonably short period. The qualification criteria for each Trade Technician vacancy will be discussed with the cognizant Local Union and an effort will be made to agree on the appropriate criteria. With or without agreement, the Company will post the vacancy. Candidates from the affected Flexibility Group will be jointly evaluated by the Company and the Local Union. If there is disagreement over who is qualified, the Company may proceed with the selection.

Employees in premium occupational titles are eligible to apply for promotion to Trade Technician. They will be promoted in seniority order from groups of qualified applicants.

Promotion to Trade Technician will be based on seniority in the group of qualified applicants. If the Union disagrees with the qualification criteria or the application of these criteria to the applicants, it may pursue this disagreement through the grievance procedure and arbitration.

Employees promoted to Trade Technician will be paid fifty cents (\$0.50) above the First Class Mechanic rate of pay.

## MEMORANDUM OF UNDERSTANDING 14

### Policy for Quitting Time and Wash-Up Time

This Memorandum will confirm the understanding reached between Electric Boat Corporation and the Metal Trades Council of New London County with respect to quitting time.

A. For the purpose of this Memorandum, the following definitions apply:

1. Start of Lunch Period - For the first and second shift, the 30-minute period designated as lunch period. For the third shift, the start of the 20-minute lunch period.
2. End of work shift - End of paid working hours.
3. Stop Work Time - That time when the employee's work effort stops. Coiling hoses, picking up material, tools and debris, restoring an area and similar activities are work and may take place before the stop work time.

B. The following is the schedule for stop work time:

	<u>Area</u>	<u>Minutes Before Start of Lunch Period</u>	<u>Minutes Before End of Work Shift</u>
A.	Graving Docks, Wet Dock, Floating Dry Dock, Building Ways	2 Minutes	7 Minutes
B.	Fabrication Areas	None	5 Minutes
C.	Shops	None	5 Minutes

Note: (1) Quitting time practice for lead bonders and insulation will be established by the department supervision depending upon the work the individuals are engaged in consistent with the policy in paragraph D below.

- (2) Department 251 personnel, when performing blasting or hull/tank paint spraying, will quit 10 minutes prior to lunch and 20 minutes before shift end.
- (3) Department 252 personnel, when working with hull adhesives, will stop work 5 minutes before start of lunch period and 10 minutes before end of shift.
- (4) Department 251, painters, will stop work 5 minutes before start of lunch period and 10 minutes before end of shift.
- (5) Department 231, crane operators, are allowed to stop work 5 minutes before lunch.

- C.
1. Employees are expected to remain on the job site and productively employed until the scheduled stop work time. After stop work time, employees may leave the job site to care for personal needs, including eating lunch. Canteen services and yard gates will open promptly at the start of the lunch period, not before.
  2. Refreshment - Employees shall have the right to drink coffee and utilize vending machines during the work shift subject to the following conditions:
    - (a) Employees may not leave the job site for the sole purpose of drinking coffee or utilizing vending machines, and will not engage in any loitering.
    - (b) Refreshments must be utilized in conjunction with productivity requirements such as during times when the employee needs to pickup or return tools, materials, equipment, blue prints, test forms, etc. or care for personal needs.
    - (c) The Company will continue to make coffee available in accordance with its commitment of November 17, 1975.

- D. When special or unusual conditions arise, trade supervisors may, at their discretion, permit employees to leave the job site before

the stop work time listed above. Examples of such conditions are:

1. Returning special gear or equipment.
  2. Unusual conditions which require extra clean-up time.
  3. Job site is unusually distant from employee's locker.
  4. Returning classified documents.
  5. Limited egress from a crowded work site.
- E. Employees represented by the Metal Trades Council swiping MPT'S in their work area may line up in an orderly manner next to their time clocks not earlier than two (2) minutes prior to the end of their shift.
- F. Compliance with the above policy in both letter and spirit is expected.

#### MEMORANDUM OF UNDERSTANDING 15

##### Transfer Policy

This Memorandum will confirm the understanding reached between Electric Boat Corporation and the Metal Trades Council of New London County with respect to transfers.

It is agreed that the signature of the designated representative of the Employer and the President of the Metal Trades Council is required for all transfers within the MTC except in the following situations:

1. Promotions
2. Medical
3. Long and Faithful Service
4. Probationary Employees

#### MEMORANDUM OF UNDERSTANDING 16

##### New Departments - Notice to MTC

The Employer agrees that discussions with the Metal Trades Council should be held prior to the formulation of new departments that are

represented by the MTC or could affect the MTC unit, and it will make all efforts to contact the Metal Trades Council for purposes of explanation as to the intended functions of the newly created departments and also the rights of the employees being transferred into these newly created departments.

The Employer agrees that discussions on these items will be held prior to any mass transfer of personnel into the newly formulated departments.

#### MEMORANDUM OF UNDERSTANDING 17

##### Vacation Pay - Union Officials

The Employer agrees to credit officers of Local Unions and stewards all hours each calendar year for time on Union business paid for by the Union to be applied in computing vacation pay. The Local Union will submit a list of each eligible employee's time off for purposes of this computation to the Labor Relations section of Human Resources annually in the month prior to the employee's vacation anniversary date.

#### MEMORANDUM OF UNDERSTANDING 18

##### Jurisdiction - Decontamination Facility

It is mutually understood and agreed that the work assigned to *Decontamination Technicians* will continue to be those functions assigned in keeping with personnel qualifications and production requirements.

Employees assigned to the Decontamination Facility remain in their occupational title defined in Appendix A.

A. Representation of:

The present representation of Decontamination Technicians by various MTC locals will be maintained in the following ratio:

Painters  
Local 1122 - 5

Clerks  
Local 106 - 5

Boilermakers  
Local 614 - 5

Machinists  
Local 1871 - 4

Pipefitters  
Local 777 - 3

Carpenters  
Local 1302 - 1

B. Reduction of:

When it is necessary to have a reduction in force in the Decontamination Facility, the employee who has been assigned to that facility for the shortest period of time, regardless of occupational title, will be the employee subject to reduction in force. Such an employee may return to work within his occupational title outside of the Decontamination Facility, seniority permitting. Any additional reductions in force required will be accomplished by repeating the process of reducing the employee with the least time in the Decontamination Facility.

C. Termination of:

When termination occurs, replacement personnel will be assigned to the MTC Local which represented the employee being replaced. Personnel recalled to the Decontamination Technician occupation will rejoin the MTC Local that represented him prior to his being laid off.

D. Addition of:

When additional Decontamination Technician occupational openings occur, employees filling such positions shall be transferred from the local unions into this department in the following order until all local unions have three (3) members employed therein:

Carpenters	Local 1302
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Thereafter, employees from the following local unions until all local unions have four (4) members employed therein:

Pipefitters	Local 777
Carpenters	Local 1302

Thereafter, employees from the following local unions until all local unions have five (5) members employed therein:

Machinists	Local 1871
Pipefitters	Local 777
Carpenters	Local 1302

Thereafter:

Painters	Local 1122
Clerks	Local 106
Pipefitters	Local 777
Boilermakers	Local 614
Carpenters	Local 1302
Machinists	Local 1871

#### MEMORANDUM OF UNDERSTANDING 19

##### Jurisdiction - Shipyard Test Organization

It is mutually understood and agreed upon that as new employees are hired for the Shipyard Test Organization they will be granted representation within the Machinist Local 1871 International Association of Machinists and Aerospace Workers and Local 777, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada on an equal basis (1 for 1).

This Agreement applies to all new employees hired for the Shipyard Test Organization exclusive of those to be represented by the IBEW in accordance with the Agreement in effect between the parties.

Regression rights of STO Technicians laid off from the Shipyard Test Organization are specified in arbitrator Timothy Bornstein's award of April 1, 1998.

#### MEMORANDUM OF UNDERSTANDING 20

##### Occupational Summary - STO Service Engineer

The following conditions will apply to the classification of STO Service Engineer - Mechanical.

- A. The basis for reclassifying an employee into the classification of STO Service Engineer - Mechanical, shall be solely upon the qualification of the employee and the need, as determined by management. Seniority will be the determining factor when all other qualification factors are equal.
- B. The job functions and responsibilities which must be fulfilled by the STO Service Engineer - Mechanical are described below and are part of this Agreement. The STO Service Engineer - Mechanical must demonstrate the required qualifications in one or more of the following areas:
1. Reactor Plant Systems
  2. Steam and Electric Plant Systems
  3. Hull and Auxiliary Systems
  4. Strategic Weapons Systems
- C. The following conditions will apply for the classification of STO Service Engineer - Mechanical:
1. Function/Job Description
    - (a) Perform normal mechanical test technician functions.
    - (b) Perform as Test Director on complex system tests. Interpret test requirements and provide technical guidance and direction to other assigned test personnel. Present tests to inspection and government representatives as required.
    - (c) Line-up, operate, adjust, service, trouble- shoot and repair complex mechanical shipboard systems and equipment.
    - (d) Discuss technical problems with test supervision, engineering, vendor and government representatives when requested to do so by department supervision. Represent and protect the interests of Electric Boat Corporation when working with vendor and government personnel.
    - (e) Ride aboard submarines during trials to operate, demonstrate, test, and repair, if necessary, various mechanical systems and equipment.



## 2. Education and Experience

- (a) Completion of specialized schooling in shipboard systems and equipment.
- (b) Ten years (minimum) experience in the field of mechanical systems testing, operation, and service.
- (c) Four years (minimum) experience in Electric Boat Corporation test functions a minimum of two years as a STO Technician 1/C.
- (d) Able and willing to successfully complete and maintain such special training qualifications as may be required, including, but not limited to:
  - 1. Rad Con TLD Eligibility
  - 2. Security Watch Qualification
  - 3. Ship Safety Watch Qualification
  - 4. Steam and Electric Plant Qualification
  - 5. Mechanical Test Equipment Certification
  - 6. Secondary Containment and Hand Carry Qualification

## 3. Additional Factors to be Used For Selection

- (a) Ability to verify work and assure its quality.
- (b) Demonstrated safety consciousness and knowledge of safety rules and practices particular to the area of responsibility.
- (c) Demonstrated care and maintenance of test equipment.
- (d) Demonstrated desire and effort to keep abreast of the technology in employee's area of responsibility.
- (e) Demonstrated personal responsibility for the job function with the ability and willingness to teach and guide lesser skilled personnel.
- (f) Availability to work overtime on a regular basis for key events and the willingness to provide short interval support on shifts other than those normally assigned.

- (g) Physical ability to perform all functions in-hull expected of a Mechanical Service Engineer.
  - (h) Demonstrated loyalty to the employer.
- D. An STO Service Engineer who fails to maintain the required qualifications or who can no longer discharge the required functions of the classification as defined herein, shall be reverted to STO Technician 1/C.
- E. Overtime for the occupational title STO Service Engineer will be distributed by department.

#### MEMORANDUM OF UNDERSTANDING 22

##### Occupational Summary - Warehouseman/ Administrative Clerks/ Material Handlers

It is mutually understood and agreed between Electric Boat Corporation and the New London Metal Trades Council that the following conditions will prevail pertaining to the Warehouseman under the jurisdiction of Teamsters Local 493, and the Material Handlers under the jurisdiction of Machinists Local 1871 in the Inside Machine Shop, and Administrative Clerks under the jurisdiction of Clerks Local 106.

- A. Warehouseman. To collect and assemble materials within the "barns" (the areas in the Machine Shop where production control stores material), to operate the "Walkie Stacker," and to transport said materials with the aid of the Walkie Stacker to the Machine Shop floor.
- B. Administrative Clerks. The administrative clerks will not physically supply materials to the mechanics within the Machine Shop.
- C. Material Handlers. The functions of a Material Handler shall be coordinated with, but exclusive of, those of the Warehouseman and Administrative Clerk. Also in multiple job deliveries, he shall accompany the Warehouseman when he is transporting materials on the Machine Shop floor for the purpose of making the actual deliveries of the material to the mechanics. In the Department 105 area he shall unload, as required, the containers delivered by the Warehouseman from the barns and place said material on the shelves provided or wherever the mechanic so designates.

## MEMORANDUM OF UNDERSTANDING 23

### Special Pay - Diver & Diver Tender

Diving pay for personnel defined in Article XII, Section 8A of the current Labor Agreement will be thirty-five (\$35.00) dollars per day above the employee's working rate for the entire day.

Any diving performed on a "call-in" basis will require the payment of diving pay for the entire normal day. In addition, the diver shall receive a minimum of eight (8) hours pay at the overtime rate.

Any tending performed on a "call-in" basis will require the payment of tending pay for the entire normal day. In addition, the tender shall receive a minimum of eight (8) hours pay at the overtime rate.

Any other provisions pertaining to divers or tenders in the current Labor Agreement shall remain the same.

## MEMORANDUM OF UNDERSTANDING 24

### Consolidation of Titles - Carpenter, Carpenter-Shipper and Maintenance Carpenter

The parties hereby agree to consolidate the occupational titles of Carpenter, Carpenter-Shipper and Maintenance Carpenter. Employees assigned to the Carpenter-Shipper and Maintenance Carpenter occupational titles will be reclassified as Carpenters and carry their seniority with them into that occupational title.

Only Carpenters who held the Maintenance Carpenter occupational title as of July 1, 1995, and are subsequently laid off will be considered as "employees on layoff status with recall rights" for purposes of Article XXX.

## MEMORANDUM OF UNDERSTANDING 25

### Occupational Summary Toolmaker I/II

In settlement of grievances M-100-93 and M-147-93 the Union and the Company agree to the following regarding the consolidation of Toolmaker and ISM Tool Grinder occupational titles:

1. Toolmaker and Tool Grinder occupational titles will be consolidated into the Toolmaker occupational title for the purposes of determining each affected employee's contractual status including but not limited to seniority. The two occupational groups will remain separate for the purpose of overtime equalization.
2. For the purposes of merging the two affected titles, Toolmakers will remain Toolmakers as classified (from this point forward referred to as Toolmaker I) and Tool Grinders will be reclassified as second class Toolmakers (from this point forward referred to as Toolmaker II). Toolmaker II employees will be "red circled" at their current rate of pay except as affected by any future negotiated increases.
3. Promotion into the Toolmaker I classification for Toolmaker II's and all other employees will continue pursuant to Memorandum of Understanding #71. Management will, however, make a good faith effort to give each Toolmaker II the opportunity to train as a Toolmaker. Once completely proficient, Toolmaker II's will receive the premium engaged rate while performing the assigned Toolmaker I task. A "simple test" of completely proficient would be the ability to perform the entire task without assistance.
4. Toolmaker I employees will receive an additional \$.12 per hour while engaged in tool grinding work.
5. The Company agrees to recall the three individuals currently on layoff from the Tool Grinder occupational title.

#### MEMORANDUM OF UNDERSTANDING 26

##### ISM Occupational Titles Performing Toolmaker Functions

1. From time to time in the Inside Machine Shop, various ISM occupational titles have occasion to perform work which might otherwise be performed by the occupational title "Toolmaker", a premium title.
2. It is the Company's position that assignment of such work to non-Toolmaker ISM occupational titles is based on historical practice

and thus justified under Article XL, such that the Company is not obliged to pay a premium wage rate to the non-Toolmaker ISM occupational titles while they are engaged in such work. However, for business-related reasons the Company has determined that, for the duration of the current labor agreement, it is willing to pay non-Toolmaker ISM occupational titles the "while engaged" premium wage rate when performing such work, provided that:

- A. Such payments do not constitute a Company agreement or admission that such "while engaged" payments are required;
- B. The Company reserves its right to discontinue the practice of making such "while engaged" payments within the Inside Machine Shop at the termination of the current labor agreement;
- C. The Union reserves its right to file and pursue an Article XL/Memo 11 fact sheet if the Company should discontinue such ISM "while engaged" wage payments; and
- D. This Agreement and the actions described herein are without precedent or prejudice to the positions of either party in any dispute, including any dispute described in paragraph 2(C) above, provided that either party may refer to this Agreement or use it as evidence, to the extent necessary to enforce its terms and meaning.

#### MEMORANDUM OF UNDERSTANDING 27

##### Payment of Meal Money to Transportation Drivers

The agreement signed by the Company and Union on the 6th day of November 1986 is amended effective May 26, 1987, as follows:

Factors to be used for payment of Meal Money to Transportation Drivers:

- 1. Drivers must be on authorized out plant.
- 2. Driver dispatched to a destination outside the boundaries shown on the attached copy of Rand McNally Road Atlas - Conn./R.I. State map.
- 3. Driver is dispatched on a route totaling 110 miles or over without returning to the plant.

4. Trips to Quonset will be excluded from the terms of this agreement unless an authorized out plant is involved in the trip.
5. Employees will be given a meal allowance in accordance with the following schedule:

FIRST SHIFT

<u>MEAL</u>	<u>LEAVING THE PLANT</u>	<u>RETURNING TO THE PLANT</u>	<u>ALLOWANCE</u>
Breakfast	Before 6:00 a.m.	After 6:00 a.m.	\$4.00
Lunch	Before 11:30 a.m.	After 11:30 a.m.	\$6.00
Dinner	Before 6:00 p.m.	After 6:00 p.m.	\$10.00

SECOND SHIFT

<u>MEAL</u>	<u>LEAVING THE PLANT</u>	<u>RETURNING TO THE PLANT</u>	<u>ALLOWANCE</u>
Breakfast	Before 8:30 p.m.	After 8:30 p.m.	\$6.00
Lunch	Before 3:00 a.m.	After 3:00 a.m.	\$10.00
Dinner	Before 9:00 a.m.	After 9:00 a.m.	\$4.00

THIRD SHIFT

<u>MEAL</u>	<u>LEAVING THE PLANT</u>	<u>RETURNING TO THE PLANT</u>	<u>ALLOWANCE</u>
	ANY OUT PLANT DURING NORMAL 3 <sup>RD</sup> SHIFT HOURS		\$6.00

MEMORANDUM OF UNDERSTANDING 28

Payment - Yearly License Fees  
IBEW Employees

The Company and the Union agree to the following regarding the yearly maintenance fee associated with the below listed licenses for employees within the IBEW Local 261.

The parties agree that the yearly maintenance fees for the following licenses will be paid by the Company for employees in all classifications within the jurisdiction of IBEW Local 261:

1. Journeyman License E2
2. Contractors License E1
3. Journeyman License S2
4. Contractors License S1

The parties also agree that payment of the maintenance fees for the aforementioned state approved licenses shall be limited to the 75 most senior employees holding said licenses. This limitation will not impact the yearly maintenance fee provisions in Memorandum of Understanding #62 of the current labor agreement.

*Reimbursement for the maintenance fee will be made upon submittance by the IBEW Local 261 of up to 75 receipts of payment to the Chief of Labor Relations on or about December 1st of each year.*

#### MEMORANDUM OF UNDERSTANDING 29

##### Travel Allowance IBEW Employees Traveling to Newport R. I.

The Union and the Company agree to the following regarding travel and subsistence allowance for employees assigned to work at N.U.S.C., Newport, Rhode Island, under the jurisdiction of IBEW Local 261.

1. Employees who are assigned and work for a period of one hundred (100) working days or less will be paid for, mileage and toll allowance in accordance with the provisions of SP 8-2, Issue 26, effective March 1, 2003 (with the exception that affected employees will be paid mileage from the employee's home or from Electric Boat to the worksite in Newport, whichever is less).
2. Employees who are assigned and work for more than one hundred (100) working days will not be paid travel and subsistence allowance for any period beyond one hundred (100) working days of such assignment.
3. Travel time will not be paid.

This memorandum supersedes and supplants any and all written or verbal understandings pertaining to this subject including, but not limited to, the Memorandum of Agreement dated April 21, 1986, the R. Sturm proposal dated February 13, 1987, the Memorandum of Agreement dated May 30, 1991, the Memorandum of Agreement dated September 24, 1991, and the Memorandum of Agreement dated January 28, 1992.

## MEMORANDUM OF UNDERSTANDING 30

### Occupational Summary - Maintenance Pipefitter Technician and Maintenance Pipefitter Service Engineer

1. In order to qualify for the technician occupational title, an employee must have five (5) years satisfactory performance as a Maintenance Mechanic and have a state approved P-2, S-2, or F-2 license. Upon receipt of proof that this qualification has been met, Maintenance Pipefitters shall be immediately promoted to first class technician.
2. In order to qualify for the Service Engineer occupational title, a Maintenance Technician must obtain two (2) of the three (3) state approved licenses (P-2, S-2, F-2) or one (1) of the three (3) state approved licenses (P-2, S-2, F-2) and a Blackflow Prevention Device Inspection Certification. Upon receipt that this qualification has been met, Maintenance Technicians shall be immediately promoted to second class Service Engineer.  
  
Progression to first class Service Engineer will be in a one year increment provided performance is fully satisfactory.
3. The yearly maintenance fee for licenses will be paid by the Company.
4. The Company and Union agree that seniority and overtime will be integrated between the titles (Maintenance Pipefitter, Maintenance Pipefitter Technician and Maintenance Pipefitter Service Engineer).
5. Employees failing to maintain a valid license or licenses required for promotion pursuant to paragraphs 1 and 2, will regress to the next lower classification and/or occupational title, as applicable.



6. These classifications are within the jurisdiction of the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry Local 777, AFL-CIO.

## MEMORANDUM OF UNDERSTANDING 31

### Overtime - Utilization of AT&A

During the negotiation of the 1995-1998 Agreement, the parties discussed ways to improve the existing overtime equalization system in order to ensure fairness in the distribution of overtime while reducing the administrative burden associated with record keeping.

The parties agreed to implement the following changes to the overtime distribution system and to make necessary changes to existing language if the AT&A or similar computer based system can be adapted for that purpose during the term of the 1995-1998 Agreement.

1. On Monday of each week, the AT&A or similar system will be designed to query employees as to their willingness to support weekday extended shift as well as Saturday and/or Sunday overtime assignments.
2. Failure to positively respond to this query by Thursday will result in a refusal being registered for employees who would have been scheduled to support overtime that week (those whose total credited hours are equal to or below the credited hours of the lowest individual who actually worked the assignment).
3. Any employee who delays responding to the poll will not be considered for extended shift overtime assignments occurring on any day where opportunities would have been offered to that employee and will be charged the appropriate refusal hours as indicated above.
4. Because both parties realize that on occasion unforeseen circumstances do arise, employees will have until the end of their shift on Thursday to modify initial responses to polling questions (only responses to prospective opportunities can be modified).

## MEMORANDUM OF UNDERSTANDING 32

### Occupational Summary - Dosimetry Technician

It is mutually understood and agreed between the Metal Trades Council of New London County and Electric Boat Corporation, A General Dynamics Company that the work assigned to Dosimetry Technicians will be those functions assigned in keeping with personnel qualifications and production requirements at the Central Issue Point. In addition, Dosimetry Technicians will be assigned to perform the functions of Dosimetry Technicians elsewhere within the Corporation.

#### Qualification Requirements

- A. Employees selected for Dosimetry Technicians will be required to qualify in accordance with prescribed EB, NAVSHIPS, and NavMed requirements.
- B. The qualification and progression requirements for each class of Dosimetry Technicians are as follows:
  - 1. Personnel entering the title will be classified as fourth class Dosimetry Technicians. The Dosimetry Technician will receive formal classroom training on selected parts of NAVSHIPS 389-0288 and department procedures, which will be followed by a comprehensive written exam. Upon satisfactorily completing the above, the employee will be required to satisfactorily apply his knowledge for six (6) months after which he will receive additional classroom training on additional parts of NAVSHIPS 389-0288, NavMed P-5055, and department procedures and instructions. This will be followed by a comprehensive written exam and a practical factors demonstration. Upon satisfactorily completing the above, he will be promoted to Dosimetry Technician 3C.
  - 2. Upon becoming a Dosimetry Technician 3C, the employee will be required to satisfactorily demonstrate his knowledge for a nine (9) month period, after which he will attend formal classroom training on all phases of dosimetry and computer data handling, followed by a comprehensive written exam and a practical factors demonstration. Upon satisfactorily completing the

above, the employee will be promoted to Dosimetry Technician 2C.

3. Upon becoming a Dosimetry Technician 2C, the employee will be required to satisfactorily perform all assignments for a nine (9) month period. After completing this nine (9) month period, he will attend classroom training period in all phases of dosimetry and computer data handling plus extended unusual situations or circumstances followed by a written exam and a practical factors demonstration. Upon satisfactorily completing the above, the employee will be promoted to Dosimetry Technician 1C.

- C. All employees will be allowed a maximum of two (2) written exams and two (2) practical factors exams. Should the individual fail one or both twice, then he will be held back six (6) months from the final failure date before retraining and reexamination will be allowed. If, at this time, the employee fails again, he will be demoted one (1) pay grade or, if at 4C, he will be returned to his original occupational title, seniority permitting.
- D. Upon becoming a Dosimetry Technician 1C, the employee will be considered qualified for two (2) years unless customer requirements change, at which time the Company will meet with the Union to discuss the change.
- E. When new sophisticated methods of dosimetry are developed, the employees will be expected to learn the new system and pass a written exam.

#### Selection and Seniority

- A. Employees within Local 106 will have preference over other employees provided they can pass a test and an interview conducted by the department.
- B. Seniority within Dosimetry Technicians for shift assignment and layoff will be based on date of entry into Dosimetry Technician; i.e., the employee classified as a Dosimetry Technician for the shortest period of time will be the junior employee. Employees presently qualified as Administrative Clerks who are performing some of the duties of a Dosimetry Technician will retain their present seniority.

- C. In case of layoff of Dosimetry Technicians, the Dosimetry Technicians being terminated for lack of work may regress to their previous occupational title and rate, seniority permitting.

## MEMORANDUM OF UNDERSTANDING 33

### Occupational Summary - Industrial Radiography

In addition to work currently being performed, Industrial Radiography Technicians will inspect and check off equipment as required by the licensing agency. Management will instruct employees in the required procedures.

Industrial Radiography Technicians assigned as dark room attendants will continue, as per past practice, to ensure that assigned equipment operates properly.

Employees assigned to the positions of Responsible Industrial Radiography Technician and Responsible Industrial Radiation Auditor, which may occur on a daily basis, will receive twenty-five cents (.25) per hour above the working rate, while engaged. Such assignments may require that the function be performed only during the scheduled lunch periods, but twenty-five cents (.25) per hour above the working rate will be paid for all hours worked during the shift.

Continued staffing of Industrial Radiation Auditors shall be made from Industrial Radiography Technicians.

The assignment of classroom instructors will be done in accordance with the mutual agreement of the parties and past practice. Formal exposure device and field practical factors training will be performed by hourly personnel of the Industrial Radiation Audit Group and in the performance of these duties, the employees so involved will be paid \$.75 above their working rate.

Industrial Radiography Technicians, who qualify as Film Interpreters will be designated as an Industrial Radiography Technician Senior, and will receive \$.50 per hour. Employees selected for this position will be chosen by seniority within the Industrial Radiography-Technician classification. The number of employees in this classification will be determined by the Company.

The following conditions shall apply to promotional transfers into the occupational title Industrial Radiography Technician.

- A. Employees shall satisfactorily complete a two (2) week training course prior to transferring into Dept. 324.
- B. Employees shall be paid at the 4th Class Technician rate while *taking the prescribed training course.*
- C. Upon satisfactory completion, employees will be promoted to 4th Class Technician retroactive to Sunday preceding the two (2) week training course.
- D. Employees who fail to meet the minimum requirements of the training course will be given the opportunity to retake the test that was failed on the following Monday. Paragraph C shall apply.

*Those employees classified as Industrial Radiation Auditors who are subject to a reduction in the work force may displace an Industrial Radiography Technician, seniority permitting.*

#### MEMORANDUM OF UNDERSTANDING 34

##### Occupational Summary - Radiological Control Monitor

The following conditions will apply for the occupational title of Radiological Control Monitor.

##### A. Job Description

Perform assigned work, as required, to meet the requirements of NAVSHIPS 389-0288, Radiological Controls for Shipyards. These duties may include, but are not limited to, shipyard employee radiation exposure control, radioactive material accountability, radiac instrument applications, training of shipyard employees and Radiological Control Monitors, attendance at training sessions, new construction, refueling and overhaul work surveillance, record preparations, corrective action during radiological emergencies, shield survey performance, *temporary assignments in radiological control engineering*, audit and surveillance inspection discrepancies review and correction, and other specific tasks of similar nature and scope as required.

B. Shield Surveys

The employer reserves the right to assign personnel within the jurisdiction of Local 106 if Radiological Control Monitors are not available.

1. Shifts

It is mutually understood and agreed that all personnel assigned to shield surveys will be working on two (2) twelve hour shifts. The hours of the shifts are as follows:

First (1st)	0700 to 1900
Second (2nd)	1900 to 0700

For the purposes of this Memorandum, those employees normally on the second shift will be reassigned to either shift for the purpose of balancing the shifts. The twelve (12) hour shifts will begin when management declares shield survey hours. They will end upon completion of the last assigned twelve (12) hour shield survey shift.

The rate of pay for the purposes of this Memorandum will be as follows:

The first eight (8) hours of the two (2) twelve (12) hour shield survey shifts, Monday through Friday, will be paid at straight time and the remaining four (4) hours will be paid at time and one-half. Applicable overtime rates will be paid for shield surveys falling on a weekend or holiday.

The Company will pay a \$500.00 lump sum payment to each OPEIU employee who works the entire shield survey. Support functions such as NRF Monitor, Shipyard Monitor and PRT monitor are eligible for the disbursement. Support functions outside the Radiological Control Monitor titles shall be paid the engaged 2nd class Radiological Control Monitor Service Engineer rate for all hours worked in support of the Shield Survey. RadCon Monitors at classifications lower than 2nd class Radiological Control Monitor Service Engineer will also be paid at the engaged 2nd class rate.

C. Basic Requirements and Qualifications

Basic requirements and qualifications for selecting Radiological Control Monitors will be established by Management subject to approval by the Union. Preference will be given to the senior qualified employee pursuant to Article XXII, Section 6.B.(1)(b)

and B.(2)(b) of the current labor agreement. The intent is to construct objective hiring criteria.

D. Class Definitions

First Class Radiological Control Monitor Service Engineer must meet all the Qualification Requirements of Electric Boat Corporation and Article 106 and 108 of NAVSHIPS 389-0288, Radiological Controls For Shipyards.

Second Class Radiological Control Monitor Service Engineer must meet all the Qualification Requirements of Electric Boat Corporation and Article 106 and 108 of NAVSHIPS 389-0288, Radiological Controls for Shipyards.

First Class Radiological Control Monitor. Must meet all the qualification requirements of Electric Boat Corporation and Article 106 and 108 of NAVSHIPS 389-0288, Radiological Controls for Shipyards.

Fourth Class Radiological Control Monitor Assistant. Monitor permitted to perform specific functions once trained in accordance with Electric Boat procedures and applicable portions of Article 106 and 108 of NAVSHIPS 389-0288, Radiological Controls for Shipyards.

E. Qualification Requirements

1. Employee classified as Radiological Control Monitor is required to qualify and maintain qualification in accordance with the requirements of Electric Boat Corporation and NAVSHIPS 389-0288, Radiological Controls for Shipyards.
2. An employee hired/transferred into the Radiological Control Monitor title shall be classified as a 4th class Radiological Control Monitor Trainee. Trainees must successfully complete a 42 week training course by satisfactorily completing three (3) comprehensive examinations tentatively scheduled as follows:
  - 1) 15th week
  - 2) 31st week
  - 3) 41st week (comprehensive written examination and oral board)

One (1) retest will be allowed per each examination within one (1) week of a failed examination barring

unforeseen circumstances beyond the employee's control. Additional training will be provided prior to the retest. An unsuccessful, i.e., failed, retest will result in automatic transfer to the trainee's former occupational title, seniority permitting.

3. The parties agree that the training of shipyard Radiation Workers other than RadCon Monitors is a historical core function of the RadCon Monitor occupational title. However, salaried trainers and Radiological Control Monitor trainers shall share the training responsibilities required to qualify/recertify and test shipyard Radiation workers other than RadCon Monitors. The parties acknowledge that it is not the intent to make this function the exclusive jurisdiction of salaried trainers but to fully utilize the RadCon Monitor trainers in production capacities during peak production periods.
4. Progression to 1st class RadCon Monitor will occur upon successful completion of the forty-two (42) week training course. Progression from 1st class RadCon Monitor to 2nd class RadCon Service Engineer and to 1st class RadCon Service Engineer will occur in one year increments.
5. Continued Qualifications - Reverification efforts shall be initiated by the employer in advance of the expiration date which is one year from the date of previous qualification. It is mutually understood and agreed between Electric Boat Corporation and the Metal Trades Council and O.P.E.I.U., Local Union 106 that Memorandum of Understanding 34, of this agreement between the parties will be amended as follows: The current reverification period of "one year from the date of previous qualification" will be amended to read "thirty (30) months from the date of previous qualification."

If a decrease in performance is noted by management, the Company has the right to revert to a one year reverification period. The Company will notify the Metal Trades Council prior to reverting to one year. If unable to reverify by the expiration date, the employer will not reclassify the Radiological Control Monitor unless the monitor fails to reverify within six (6) months. If the monitor fails to reverify within this six (6) month period, the monitor will be reduced two (2)



pay grades. If after an additional three (3) months and additional training provided by the employer the monitor is unable to reverify, the monitor will be transferred to his former occupational title, seniority permitting. If requirements for reverification are met within this time, the monitor will be reclassified to his previous classification.

F. Termination for Lack of Work and Recall

Where a reduction in the work force becomes necessary, employees will be laid off by seniority within the Radiological Control Monitor occupational title. Such employees may return to work within their former occupational title, seniority permitting. Recalls of employees shall be accomplished in reverse order of layoff.

G. Overtime

It is mutually agreed between the parties that overtime equalization in the occupational title Rad Con Monitor will be governed by the following provisions which shall implement the current collective bargaining agreement and associated memoranda. Except as modified herein, all provisions of Article X and associated memoranda including, but not limited to, provisions dealing with notices of inequality and grievances shall not be affected by this Agreement.

1. Overtime shall be equalized within each of the following sub-groups in the occupational title RadCon Monitor, by shift:
  - (a) Qualified monitors, as defined in Section E of this memo.
  - (b) Unqualified monitors, as defined in Section E of this memo.
2. Unqualified RadCon Monitors will not be offered overtime until all qualified monitors, on the same shift, have been offered such overtime. RadCon Monitors who have not initially qualified will not be offered overtime until all qualified monitors and previously qualified monitors on the same shift have been offered such overtime. In no event will the Company be

required to assign overtime to unqualified monitors when the Company, in its sole discretion, determines that such overtime requires qualified monitors.

3.
  - (a) When an unqualified monitor initially becomes qualified he will be assigned the applicable shift average of qualified monitors.
  - (b) When a qualified monitor loses his qualification he shall have a four (4) week grace period to requalify. If he requalifies, he will re-enter the qualified sub-group maintaining his accumulated overtime credits. If he does not requalify during the four (4) week period, upon subsequent requalification he will be assigned the applicable shift average of qualified monitors. The accumulative overtime credits include hours worked or refused during the grace period as a non-qualified monitor. Upon loss of qualification he will be averaged into the non-qualified rotation.
  - (c) When a monitor changes shift he will be assigned the new shift average for qualified or unqualified monitors in accordance with his qualification status under paragraph (1) above.
4. The following assignments shall not count toward credited hours for purposes of overtime equalization:
  - (a) Refusals for work which is canceled and through lunch assignments.
  - (b) Assignments and refusals for shifts other than the monitor's regularly assigned shifts. Off-shift overtime will be offered by the current weeks rotation schedule, unless a shift's rotation list remains constant for more than two weeks. In such case, action will be taken to rotate off-shift overtime until the situation is alleviated. Monitors working on off shift assignment out of rotation due to a specialty training or qualifications will be charged for the hours worked.

(c) Overtime worked as a result of an emergency or caused by an Act of God.

5. The provisions of Section B concerning shield surveys will not be affected by this Agreement.
6. Departmental overtime records shall be the controlling overtime records, and these records shall be available to the responsible department steward(s) for review.
7. Local Submarine Availabilities for Radcon Monitors will not be considered as "Road Jobs" and will be manned within the scope of the normal/regular job assignments with overtime work being subject to the parameters established herein.
8. Any job, including a local Submarine Availabilities assignment covered in paragraph G (7), that requires mockup training and/or extended hours, i.e., assignment projected to exceed one month of 10 hr. shifts, six (6) days per week, will be staffed in accordance with the following guidelines:

In addition to the regular shipyard overtime list, an additional rotation list will be maintained for the above mentioned jobs.

Selection for assignment will be by the separate rotation list (ranked by seniority). 2nd and 3rd shift personnel will be afforded an equal opportunity to volunteer for the back shift assignment for each job. Employees whose normal shifts have been affected by the conditions of this Memorandum will be returned to their normal shifts at the completion of said assignment. Accepting or refusing an assignment will place the individual on the bottom of the rotation list. Newly qualified monitors will be placed on the bottom of the rotation list. The rotation list will continue into a new agreement as long as paragraph G (7) is "carried over" in its present form and substance.

In the event the company feels it is lacking experienced workers, it may reasonably pass over less experienced monitors on the list in order to ask more experienced monitors. In this case the less experienced monitors shall not lose their place on the list. Similarly, less experienced monitors can be rotated ahead of more

experienced monitors where necessary for training purposes. In all cases the Company shall make a good faith effort to abide by the order on the list without discrimination.

Persons accepting said assignment will be charged for overtime worked on a deviated overtime list which shall be kept separate from the normal shipyard overtime. Accumulated overtime hours will be added to normal shipyard overtime at the completion of said assignment. Chargeable overtime is limited to a maximum of four hours for Saturday and eight hours for Sunday.

The penalty for refusal will be limited to being rotated to the bottom of the rotation list. Hours will not be charged for refusing said assignment. An employee asked out of rotation will not be penalized, i.e., will not be rotated to the bottom of the rotation list. Should the title be exhausted on a voluntary basis without attaining the required manpower, the provisions of Article X, Section 2.B. of the current Agreement will be implemented excluding that provision requiring charging of refusals.

H. RadCon Monitor Service Engineer Lead Monitor

The basis for promotion into and demotion from the classification of RadCon Monitor Service Engineer Lead Monitor will be based upon the need as determined by management; however, it is agreed that a minimum of one (1) LM per shift will be designated unless the ratio of LM to monitors falls below a 1:3 ratio on any shift at which time the LM classification will be eliminated on the shift in question. Employees assigned as RadCon Monitor Service Engineer Lead Monitors shall be paid an additional \$1.00 per hour. The Company, in its sole discretion, shall designate the RadCon Monitor Service Engineer Lead Monitor position.

- I. The parties agree to the following regarding K. K. Johnson, 438-047866, in reference to the Memorandum of Agreement dated November 12, 1992 addressing flexibility between Department 438 Administrative Clerks\*, Dosimetry Technician, Radiological Control Monitors and clerical functions within Department 438. Contrary to the expressed purpose of said memorandum, Mr. Johnson will not be utilized for flexibility purposes within Group 9 of Memorandum of Understanding 11.

J. The parties agree to the following regarding Department 438 Administrative Clerks\*:

1. For the purposes of flexibility pursuant to Memorandum of Understanding 11 of the current collective bargaining agreement, Department 438 Administrative Clerks\* will be included within Group 9 for the primary purpose of *augmenting Dosimetry Technicians and Radiological Control Monitors*. However, it is not the Company's intent to fully qualify the Department 438 Administrative Clerks\* in all functions traditionally performed by Dosimetry Technicians and Radiological Control Monitors.
2. Radiological Control Monitors, Dosimetry Technicians and Department 438 Administrative Clerks\* will be permitted to perform all Department 438 Clerk functions.
3. Promotion to the Department 438 Administrative Clerk\* title will be at the sole discretion of Management. To remain in or be eligible for promotion to the Department 438 Administrative Clerk\* occupational title, *Department 438 Administrative Clerks\* must be capable of performing basic Dosimetry Technician and Radiological Control Monitor functions such as but not limited to posting of radiological control areas, survey meter use, surveying, documentation, and dosimetry issue. Department clerks promoted to the Administrative Clerk\* occupational title will be paid an engaged rate comparable to their current rate within the Dosimetry Technician or Radiological Control Monitor titles when performing basic functions within those titles but under no circumstances will the engaged rate be less than their current rate - for example, a third class Administrative Clerk\* will be paid at the third class Radiological Control Monitor rate or, for example, a fourth class Administrative Clerk\* will be paid at the second class Dosimetry Technician rate. The Company will have ninety (90) days subsequent to the initial qualification in a basic Dosimetry Technician or Radiological Control function to evaluate promoted employees and to regress any employee to his or her original occupational title without loss of seniority if found incapable of performing any of the basic functions. Reasonable opportunity to qualify or requalify in a deficit area will be given, however. Any*

Department 438 Clerk promoted to Department 438 Administrative Clerk\* will have ninety (90) days subsequent to their initial qualification in a basic Dosimetry Technician or Radiological Control Monitor function to decide whether they will continue to remain in the Administrative Clerk\* Occupational title or return to their original title without loss of seniority.

4. Department 438 Administrative Clerks\* will be given consideration for promotion to the Dosimetry Technical and Radiological Control Monitor occupational titles consistent with historical promotion procedures.
5. The following Department Clerks will be promoted immediately to the Administrative Clerk\* occupational title. The Administrative Clerks\* will be paid an engaged rate pursuant to subsection 3. above.

438-060347	S. L. Williams
438-079458	P. A. Larson
438-103575	D. A. Gonzales
6. K. K. Johnson, 438-047866, will be grandfathered within the Department 438 Administrative Clerk\* occupational title regardless of Aides reclassified to Administrative Clerk and grandfathered at the administrative pay scale.

#### MEMORANDUM OF UNDERSTANDING 35

##### Radiological Control Van

It is mutually understood and agreed upon that the Radiological Control van will be driven by Radiological Control personnel with the following stipulations:

- A. It will only be used for Radiological Control emergencies, training and/or drills.
- B. If it is to be used for anything other than A. above (i.e., if it has to leave the Company facilities for maintenance work), it will be driven by a Teamster.
- C. It will not be used to transport any material except emergency Radiological Control equipment and these supplies will be stocked by Radiological Control personnel.

- D. This vehicle will not be used to tow anything unless the Company and the Union mutually agree.

This Memorandum applies only to this vehicle, or its replacement, and will not establish a precedent for the Company or Union to follow in the future.

## MEMORANDUM OF UNDERSTANDING 36

### Seniority Application Clerical

It is mutually agreed and understood that effective July 2, 1995 the following OPEIU occupational title consolidations will be implemented:

Employees in the Department Clerk (excluding Departments 610, 613, 621, 672), Administrative Aide (excluding Departments 610, 613, 621, 672), Department Clerk Planning, Administrative Aide Planning, Expeditor, Operations Clerk, Secretary, Weight Clerk, Security Escorts and Telephone Operator occupational titles will be reclassified to a new occupational title, Administrative Clerk.

Employees in the Department Clerk (Departments 610, 613, 621, 672 only), Administrative Aide (Departments 610, 613, 621, 672 only), Accounting Clerk, EDP Operator and Timekeeper occupational titles will be reclassified to a new occupational title, Financial Clerk.

Employees holding the Administrative Aide occupational title at the time of the consolidation will be "grandfathered" so as not to suffer any pay rate disadvantage as a result of the reclassification.

Employees in the Administrative Clerk and Financial Clerk occupational titles may be promoted into the Data Processor Senior-Administrative or Data Processor Senior-Financial occupational titles based upon need as determined by the Company and utilizing qualification criteria jointly developed by the Company and the Union as contained in their Interoffice Memorandum dated March 15, 1995 or similar document.

The Administrative Clerk and Data Process Senior Administrative occupational titles will be combined for purposes of layoff and recall only, but for no other purposes. The Financial Clerk and Data Processor Senior Financial occupational titles will also be combined for purposes of layoff and recall only, but for no other purposes. Within each occupational title there will be complete assignment interchangeability and no limitation on transfers between departments.

In the event that emergent business needs require interchangeability between different seniority groupings, the Company will

discuss the matter with the Union. The Company agrees it will not utilize interchangeability between seniority groupings without first receiving the Union's concurrence.

Available overtime will be distributed in accordance with the provisions of Article X consistent with the practices utilized during the 1998-2001 Agreement. The parties recognize that these occupational title consolidations may dictate a further modification to the overtime distribution system in order to ensure fair and efficient administration of overtime. To that end, the parties agree to evaluate the system during the period of this agreement and make modifications as required.

The parties further agree to make the necessary changes to Articles XII and XXII as well as Appendix A to reflect the changes agreed to in this Memorandum.

#### MEMORANDUM OF UNDERSTANDING 37

##### Transfer Opportunity During Layoff (Clerical)

It is mutually agreed and understood that employees represented by the OPEIU Local 106 will be given consideration for available openings, both at the time of the termination for lack of work and while on layoff status with recall rights, as follows:

- A. The employee will be given consideration in line with seniority, qualifications, and established work record. The intent is to give first consideration to employees on a layoff status; however, this will not limit the Company's rights to fill available openings via other means.
- B. An employee who accepts placement to an occupational title equivalent in rate or higher than the occupational title to which he has recall, following a satisfactory probationary period, shall have all seniority rights restored and will no longer have recall to his former occupational title.
- C. An employee who accepts placement to an occupational title lower in rate than the occupational title to which he has recall rights, will continue to be considered for recall to the former title until he moves to an equivalent rate or higher, at which time all seniority rights will be restored.
- D. An employee on recall, who is offered and refuses placement under this memo to a title other than the one to which he has



recall, shall not lose his recall rights to the original title from which laid off.

#### MEMORANDUM OF UNDERSTANDING 38

##### *Working Hours* (Depts 323, 330, 610, & 621)

The employees in the below listed departments would prefer starting prior to their normal shift Saturday and Sunday mornings. It is understood that the earlier time is at their request and, therefore, does not include shift premium (rate) changes. This Agreement is without precedent.

##### DEPT

621 Timekeeping & Payroll

610 Accounting

330 Materials Management

323 Procurement Quality Assurance

#### MEMORANDUM OF UNDERSTANDING 39

##### Occupational Summary - Maintenance Welder

It is mutually understood and agreed upon between General Dynamics' Electric Boat Corporation and the Metal Trades Council of New London County that a new occupational title, Maintenance Welder, is hereby established under the jurisdiction of the Boilermakers Local 614.

The new occupational title, Maintenance Welder, will be included in Department 501. The employees presently working in this area will be reclassified to Maintenance Welder and will immediately transfer their seniority into this new title. The employees listed below will have super seniority over all other employees in this title.

Management will select employees for this title first from senior qualified Pipe or Structural Welders and then in accordance with Article XXII, Section 6(B)(1)(a)(b). First Class Pipe Welders or Structural Welders who are transferred or promoted to Maintenance Welder shall receive the First Class rate of Maintenance Welder upon such transferring or promotion. Maintenance Welders who are subject to termination for lack of work may regress to their former occupational title, seniority permitting.

Progression within Maintenance Welder will be in accordance with Article XII. This Agreement becomes effective the Sunday after signing.

#### MEMORANDUM OF UNDERSTANDING 41

##### Occupational Summary - Tank Tester Technician

It is mutually understood and agreed by the parties that a new occupational title, Tank Tester Technician, is hereby established under the jurisdiction of Boilermakers Local 614.

##### Job Description

The work assigned will continue to be those functions which pertain to tank testing.

##### Selection Criteria

The basis for promotion into the occupational title Tank Tester Technician will be based upon the need as determined by management. Preference will be given to senior qualified employees in the occupational title Chipper/Tank Tester/Grinder.

If it becomes necessary to fill openings within the occupational title Tank Tester Technician from the semi-skilled mechanic category, then upon satisfactory completion of a sixty (60) day trial period, the employee will be paid at the rate of pay then in effect for Third (3rd) Class Technician.

Regression from Tank Tester Technician will be in accordance with Article XXII.

#### MEMORANDUM OF UNDERSTANDING 42

##### Occupational Summary - Welder Developmental

The following conditions will apply for the classification of Welder Developmental.

#### A. Occupational Summary

This occupation requires work operations relating to the development of welding procedures for ferrous and non-ferrous materials utilizing new and modified welding processes and procedures.

#### B. Work Performed

Assist in the determination of methods and sequences of operations required to evaluate the practicability of welding processes on new and experimental materials. Perform welding operations to determine the practicability of new or revised procedures, processes materials, and welding equipment.

Perform welding operations in all positions on ferrous and non-ferrous metals and their alloys.

In connection with the foregoing, perform such typical duties of this occupation including, but not limited to:

1. Improvising, layout and constructing holding fixtures to secure parts and assemblies to be welded as directed.
2. Set up and assembling new or modified welding equipment using available able component parts and performing interconnection of mechanisms and components to form welding setups.
3. Setting up components and equipment incidental to welding operations.
4. Setting up and fitting test assemblies as required.
5. Performing cutting and joint preparation operations incidental to the accomplishment of assigned tasks.
6. Performing preliminary nondestructive tests to evaluate welds, *making recommendations to associates based on findings.*
7. Performing burning, chipping, drilling, grinding, power wire brushing, and deburring incidental to welding operations.

8. Performing developmental welding on production components for purposes of improving processing and equipment which are under development in the laboratory.
9. Assisting in the testing and qualifying of production welders.
10. Recording and maintaining appropriate data on welding procedures and processes.
11. Working with and assisting others in his own or other occupational titles. Passing and maintaining required welding certifications (within welding lab only).
12. Performing specialized welding operation of a non-repetitive nature on production components.

C.      Reclassification

When reclassification to this occupational title is made, it is understood and agreed that:

1. Any employee assigned to this occupational title subsequent to the date of this Agreement shall serve a sixty (60) day trial period. If the employee's performance is not satisfactory during this period, the employee will be returned to his former job and classification and rate of pay.
2. Employees in this occupational title subject to termination for lack of work will be returned to their former occupational title, seniority permitting.
3. Management will draw from senior Qualified Pipe and Structural Welders in filling openings which occur in this occupational title.
4. In order to be qualified for reclassification, applicants must be fully certified and have substantial experience in automatic and semi-automatic welding.

## MEMORANDUM OF UNDERSTANDING 43

### *Special Pay - Sheetmetal Worker*

It is mutually understood and agreed that employees in Department 244, Sheetmetal Worker, who perform all of the following functions as listed below, in addition to those normal duties of the occupational title Sheetmetal Worker, will be paid twenty cents (.20) over the employees working rate while engaged in:

- A. Development and preparation of ventilation templates.
- B. Interpretation of complex sketches.
- C. Drawings and instruction to improvise as required.
- D. Preparation of the detailed ventilation layout of templates.

## MEMORANDUM OF UNDERSTANDING 44

### *Standards - Pipe Welder*

It is mutually agreed that the Pipe Welder Standards defined herein shall be used as the basis for promotion, retention in, and reduction from Pipe Welder. Applicable references in the Employer/Union Agreement dated November 26, 1975.

- A. Criteria for Promotion to Pipe Welder (All Structural Welders shall follow the same method in qualifying for Pipe Welder.):
  - 1. Management will draw from Structural Welders in filling openings, in accordance with the practice that has been in effect since July 1, 1968. Those welders, more senior, who have not taken Pipe Welder tests, shall be given first preference if they so desire.

2. Structural Welders will be required to complete a thirteen (13) working day trial period and satisfactorily pass X-ray on four (4) out of six (6) Inconel joints.
3. After qualifying to A.2 above, the employee will return to production welding on pipes. An employee will receive Pipe Welder rate of pay when he has met one (1) of the criteria in Table C-1, or four (4) months after passing the required qualifications if their rejection rate for the period is not in excess of that specified in C-1 -- regardless of number of joints required -- whichever occurs first. If he does not meet this criteria, he shall return to structural welding.

Table C-1

Material	Number of Joints Required	Allowance Rejection Rate	
		Shop	Boat
CRES	50	5%	8%
STEEL	50	8%	11%
CUNI	50	9%	11%
NICU	50	11%	12%
INCONEL	50	8%	11%

4. Mirror joints will not be counted in computation of the rejection rate.

**B. Criteria and Procedure Involved for Removing Employee from Pipe Welder:**

1. An individual case: If an employee fails to weld within the allowable rejection rate in Table C-1 for retaining his Pipe Welder rating, he will be placed on a minimum thirty (30) day period to allow him to correct his deficiency. The supervisor will notify Labor Relations when an employee is given such notice and will confirm retention or reduction from Pipe Welder at the end of the period or extension thereof. Labor Relations shall advise the Chief Steward of such actions upon first notice from the supervisor and will advise him of final disposition in each case in writing.

2. In individual cases where an employee has been given opportunities to qualify on more than one (1) material and cannot qualify, and work is unavailable that he can perform in pipe welding, he shall revert back to Structural Welder, seniority permitting. He shall be given first preference in filling openings that he has qualified for in pipe welding as they occur.
3. Employees in this classification subject to termination for lack of work will be returned to their former occupational title (Structural Welder), seniority permitting.
4. Pipe Welders on layoff shall be given preference in filling openings in the occupational title Pipe Welder on the basis of last employee laid off, first employee recalled.

#### MEMORANDUM OF UNDERSTANDING 45

##### Vision Testing (Jaeger J-1)

It is mutually understood and agreed between the parties that vision testing (Jaeger J-1), as required by applicable procedure and specifications, may be performed by a tradesman if all of the following conditions prevail:

1. The tradesman is a qualified instructor in Dept. 227 Chippers/Tank Testers/Grinders.
2. The instructor has been certified by the yard hospital to perform Jaeger J-1 vision tests.
3. Initial vision tests shall be performed by the yard hospital.
4. This Agreement shall apply to retests (requalifications) only.
5. This vision testing shall qualify the instructor to perform Jaeger J-1 vision tests in Dept 227 Chippers/Tank Testers/Grinders only.

Any employee who instructs in accordance with the provisions of this Agreement shall be paid the OJT Instructors rate as additional compensation for each shift, or any part thereof, when performing Jaeger J-1 vision tests.

This Agreement is made in accordance with Article XXVII of the 1975-1979 Labor Agreement.

## MEMORANDUM OF UNDERSTANDING 47

### Occupational Summary - Pipefitter-Inscription

It is mutually understood and agreed by the parties that a new occupational title, Pipefitter-Inscription, is hereby established under the jurisdiction of Pipefitter Local 777.

#### Job Description

- A. Perform all inscription work.
- B. Install stove dampening.
- C. Install locally mounted gageboards.

#### Conditions

A. In the event of a layoff in the occupational title Pipefitter-Inscription, employees will have the right, seniority permitting, to return to the occupational title Pipefitter and will maintain recall rights within the occupational title Pipefitter-Inscription.

B. Future openings in this occupational title will be filled on the basis of need as determined by management. The Union and the Company agree that strong consideration will be given to long and faithful employees within the jurisdiction of the Pipefitters Local 777.

C. Employees in the Pipefitter occupational title may be asked to work overtime on jobs covered by this Agreement provided that all employees of the Pipefitter-Inscription occupational title have first been given the opportunity to work the available overtime. Conversely, the same shall be true for Pipefitter-Inscription, who may be asked to work overtime on Pipefitter work assignments.



D. The current Labor Agreement is modified by this document, but only to the extent expressed herein. This Agreement is made in accordance with Article XXVII of the 1975-1979 Agreement and does not constitute a precedent nor will it prejudice the rights of the parties.

## MEMORANDUM OF UNDERSTANDING 48

### Occupational Summary - Ultrasonic Test Technician

It is mutually understood and agreed that Ultrasonic Test Technicians are classified based on the certifications and duties listed below:

<u>Class</u>	<u>Certification and Duties</u>
1/C	Weld Inspection and Shear Wave Methods Braze Joint Inspection Compressional Wave Methods
2/C	Training for Weld Inspection and Shear Wave Methods Perform 3/C Work
3/C	Braze Joint Inspection Compressional Wave Methods
4/C	Compressional Wave Methods Assist in Braze Joint Inspection

#### A. Basic Conditions:

##### 1. General

Transfers to UT Technician within the Corporation will be selected by supervision in the following sequence: Local 777; other MTC locals. In the event future requirements cannot be filled from within as above, management retains its right to hire employees as UT Technicians.

##### 2. Seniority -- Layoff

The remaining original one (1) UT Technicians will maintain seniority over all other employees subsequently reclassified as UT Technicians (including Union stewards and officials) for layoff and recall purposes only. (The one (1) employee are listed below.)

In the event of a layoff, UT Technicians will be allowed to regress to their former

occupational title with total plant seniority within Local 777, seniority permitting, and with credited time they had for next increase.

Employee	Clock
H. Facas	37834

3. Promotion - Regression

The rate for Weld-UT (1/C) is not an automatic increase from 2/C but is contingent upon: management need for Weld-UT; obtaining and maintaining required certifications as in B.1 including:

- (a) Written Tests
- (b) Operational Tests
- (c) On-the-job Training

Promotion within the occupational title of UT Technician requires that the employee obtain and maintain certifications listed in B.1.

Progression from UT 3/C to UT 2/C shall be in accordance with Article XII, Section 2 and Memorandum of Understanding No. 5.

Regression within and from the trade of UT Technician will occur upon failure of operational or written test or failure to retain current certification.

Employee will revert to class and pay for the certification he retains or return to his original occupational title, seniority permitting.

Regression for failure of written test at each level (class) will not occur until employee has been given sixty (60) days additional training and subsequently fails the re-test.

Employees who attain the 1/C UT Test Technician title will not be regressed from the 1/C rate due to reduction in the work load.

4. Learners

In the event a learner is transferred into UT Technicians, the following procedure will apply.

He/she will be transferred to UT Technician at the 4/C rate or his/her current rate, whichever is greater. In the event of a layoff, learners will be allowed to regress to their former occupational title at 3/C rate, seniority permitting.

B. Training Requirements for UT Technician

1. Requirements for certification as UT Technician are clearly controlled by Government specifications. Recertification is required every three (3) years or sooner at the discretion of the examiner. Recertification requirements are the same as outlined for certification. In addition, recertification of the technician shall be conducted by the examiner when the individual has not performed shear wave weld inspection for a period of at least six (6) months or fails a periodic performance review.

- (a) The Weld and shear wave methods Ultrasonic Testing Technician must be qualified as follows:

Certification of the Weld Ultrasonic Testing Technician shall be conducted by the examiner on an individual basis. The individual to be certified shall meet the following requirements:

- (1) High school graduate or equivalent, with forty (40) hours classroom training in ultrasonics, plus six (6) months experience in ultrasonic testing, of which at least three (3) months have been associated with shear wave weld techniques or

Two years experience in nondestructive testing, of which one (1) year must be in ultrasonic testing that includes a minimum of six (6) months association with shear wave weld techniques

- (2) Pass a written test covering general test principles of ultrasonics. Pass a written test covering specific procedures to which he is to be

certified. In addition, he must demonstrate his ability to operate equipment, accurately analyze a weld test panel with known discontinuities, and record test results to the specified procedures.

- (b) Requirements for certification brazed joint inspection are as follows:

The individual must pass written examinations and demonstrate the skill necessary to determine bond of joints. This program is implemented by twenty (20) hours classroom and on-the-job training.

- (c) For compressional wave methods, inspection personnel must pass written examination and shall demonstrate their ability to operate and calibrate the instrument and be thoroughly familiar with inspection requirements and acceptance standards for UT.

#### MEMORANDUM OF UNDERSTANDING 49

##### Special Pay - Heating Plant Operators

The employer agrees to pay Heating Plant Operators, under the jurisdiction of Pipefitters Local 777, at the I/C Technician rate when operating the following equipment:

- o B & W Boiler (Barge 17)

This rate of pay shall apply for the entire shift, if the above mentioned work is performed during any part of the shift.

To be eligible, Heating Plant Operators must be qualified to stand watch on the above mentioned equipment. Qualification shall be determined by management. It is further agreed that those employees who are presently not qualified and who wish to qualify will be given the opportunity to do so.

Furthermore, it is mutually agreed between the parties that the hours of work for Heating Plant Operator while serving as Watch Standards will be as follows:

1st Shift 7:00 a.m. to 3:12 p.m.  
2nd Shift 3:00 p.m. to 11:12 p.m.  
3rd Shift 11:00 p.m. to 7:12 a.m.

When not serving as Watch Standards the hours of work will be as follows:

1st Shift 7:00 a.m. to 3:00 p.m.  
2nd Shift 3:00 p.m. to 11:00 p.m.  
3rd Shift 11:00 p.m. to 7:00 a.m.

#### MEMORANDUM OF UNDERSTANDING 50

##### Standards - Silver Brazer

*It is mutually understood and agreed that the standards defined herein shall govern the selection of employees for promotion into the Silver Brazer occupational title:*

A. The occupational title Silver Brazer will be recognized as a premium trade within the jurisdiction of Pipefitters Local 777.

B. Promotion into this occupational title and regression back will be as follows:

1. The selection of senior employees from Local 777 jurisdiction will be as per Article XXII, Seniority.
2. All employees will be required to attend school and will be paid at their current rate. Upon satisfactorily completing the course, they shall, provided the need exists, be reclassified as Pipefitter-Silver Brazer and receive the premium rate.
3. One of the determining factors for those employees selected to attend school will be their ability to pass a physical and eye examination.
4. In the event of layoff, Silver Brazers will be allowed to regress to their former occupational title, seniority permitting, at the rate at which they trained and with credited time they had for their next increase.

5. In the event a learner is selected, the following procedure will apply:
- (a) They will attend the Silver Brazer school and be paid at the current rate.
  - (b) Upon satisfactory completion of the Silver Brazer course, they will be reclassified to Pipefitter 3/C for a period of ninety (90) days. After satisfactorily performing the work required for a Silver Brazer for this ninety (90) day period, they will be reclassified to the occupational title of Silver Brazer, provided the need exists, and will receive the premium rate.

#### MEMORANDUM OF UNDERSTANDING 51

##### Occupational Summary - Material Controller G. F. P.

It is mutually agreed between General Dynamics Electric Boat Corporation and the Metal Trades Council that the occupational title, Material Controller G. F. P., is hereby established under the jurisdiction of Teamsters Local 493.

Promotion into this occupational title shall be based upon the need as determined by management and shall be governed as per the provisions of Article XXII, Section 6, Paragraph B (1)(b).

The work performed by the Material Controller G.F.P. shall be the normal work assigned to a Warehouseman, in addition to other functions within the scope of Warehousemen, as determined by management.

#### MEMORANDUM OF UNDERSTANDING 52

##### Selection - Chauffeur Overtime Assignments

It is hereby agreed that overtime accrued by employees on Chauffeur assignments (driving passenger type vehicles) shall be excluded from the MTC overtime report. However, these employees will not be assigned to overtime assignments in the facilities until all other employees in their classification have reached an equal level of overtime.

The employees selected for these assignments shall be picked by the supervision of the Transportation Department based on personal grooming and conduct standards set by management.

## MEMORANDUM OF UNDERSTANDING 53

### Seniority Application - Traffic & Transportation

It is mutually understood and agreed that all employees classified as Truck Driver/Fork Lift Operator, Trailer Truck Driver, and Transporter Operator assigned to the Traffic and Transportation Department will be considered combined on a single integrated seniority list on the basis of length of service for purposes of layoff and recall.

- A. When an opening occurs in the occupational title of Trailer Truck Driver, first consideration will be given to the Senior Qualified employees in the occupational title of Truck Driver/Fork Lift Operator.
- B. If the senior employee applying for the position, meets all qualifications with the exception of Class I License it is agreed that:
  - 1. If the opening must be filled immediately, the Company will have the right to fill that opening with an employee that possesses a Class I License until arrangements can be made for the senior employee to obtain their Class I License.
  - 2. The Company will assign the senior employee to accompany a Trailer Truck Driver for a period of up to one (1) week. Arrangements will then be made for that employee to take a State Test for the Class I License.
  - 3. If the employee passes the test, they will be reclassified to the title of Trailer Truck Driver. If the employee fails the test, they will no longer be considered for the terms of *this Agreement*.
- C. Documented progressive discipline records of employees applying for the position will be a factor in

the selection process. If at the time of the opening the employees record indicates that he/she does not warrant the reclassification, they will be considered for future openings provided that record improves.

- D. Federal law mandates that all current Class 1 Trailer Truck Drivers and Class Stake Truck Drivers must upgrade their existing driver's license to a commercial driver's license. In an effort to effectuate this upgrading the company agrees to allow affected employees a total of up to three (3) hours for travel and testing on Company time. This consideration can be discontinued at any time by the Company and is without prejudice and/or precedent.
- E. Employees classified as Truck Driver/Forklift Operator and Trailer Truck Driver will be reimbursed for the costs of a CDL application, CDL renewal application, passenger bus endorsements, air brakes, tank, and HAZMAT endorsements. To receive payment, employees must provide a copy of the license or renewed license and proof of payment of fees.

#### MEMORANDUM OF UNDERSTANDING 54

##### Transfer Opportunity During Layoff (Locomotive Operator)

In the event of a layoff in the Locomotive Operator occupational title of Teamsters Local 493, it is agreed that the one (1) employee currently in the title shall be allowed to transfer into the Truck Driver/Fork Lift Operator title, seniority permitting, with total seniority.

Those Locomotive Operators now on layoff status will be afforded the same opportunity to transfer into the Truck Driver/Fork Lift Operator occupational title, with full seniority in accordance with Article XXII, Section 6-B(1)(a), providing there are no employees on layoff status with recall rights.

In the event openings subsequently become available in the Locomotive Operator title, the employees covered by this Agreement shall have the opportunity to return to their former occupational title, in order of seniority, before any other employees are hired or transferred into that occupational title.



## MEMORANDUM OF UNDERSTANDING 56

### Jurisdiction - Calibration Laboratory

*It is mutually agreed between the employer and the Metal Trades Council that the hourly work functions in the Electronic Calibration Lab of Department 341 will continue to be represented by Local 261 I.B.E.W. of the Metal Trades Council, as per Memorandum of Understanding between General Dynamics' Electric Boat Corporation and the Marine Draftsmen's Association and the Metal Trades Council dated January 22, 1971.*

## MEMORANDUM OF UNDERSTANDING 57

### Occupational Summary - Electrical Service Engineer

The following conditions will apply for the classification of Electrical Service Engineer.

- A. The basis for reclassifying an employee into the classification of Electrical Service Engineer shall be based solely upon the qualification of the employee and the need as determined by management. Seniority will be considered when qualifications are equal.
- B. The work operations that shall be performed by the Electrical Service Engineer are described below and are part of this Agreement. The following conditions will apply for the classification of Electrical Service Engineer:
  1. **Function**

Perform normal electrical test technician functions.

Perform indicated tasks on the following associated systems.

Align, troubleshoot, service, identify, discuss technical problems, and perform operation of:

    - (a) Nuclear Control and Indicating Systems
    - (b) Weapons Control and Indicating Systems
    - (c) Electrical Systems Operation and Controls
  2. **Basic Requirements and Qualifications**

The Service Engineer must have the ability to effectively use the following types of test equipment:

- (a) GE Double Bridge
- (b) Oscilloscopes
- (c) Phase Rotation Meter
- (d) Multimeters
- (e) Resistance Decade Boxes (6 pos.)
- (f) Non-intrusive Flow Meters
- (g) Amprobes
- (h) Arbiter Panel Meter Calibrator
- (i) Time Domain Reflectometer
- (j) Others as required

3. Education

- (a) Completion of specialized schooling in the electrical/ electronics field
- (b) Ten years' experience in the electrical field (test, service and operations)
- (c) Four years in electrical test and/or operation of Section "A" Function with a minimum experience of two years as EB Corporation Test Technician
- (d) Demonstrated personal responsibility for job function with ability to guide lesser skilled personnel

4. Additional Factors to be Used for Selection

- (a) Ability to verify his work and assure its quality.
- (b) Concern and care of test equipment.
- (c) Safety consciousness.
- (d) Desire and effort of individual to keep abreast of new developments in the electrical field.

(e) Loyalty to employer.

5. Selection Methodology

The historical method used to determine qualifications and make selections for promotion to Electrical Service Engineer in D272 will remain unchanged, except as noted below. This includes, but is not limited to the use of the Qualification Update Sheets/STO Qual. Tabs and separate qualifications/ selections by nuclear (D274) and non-nuclear (D272). Additionally, "Loyalty" disqualifications will continue to be applied as follows: Lost time greater than either the department average or the department goal, whichever is higher; Overtime refusals/no shows greater than overtime worked; and Discipline evidenced by suspensions or active warning slips.

All Electrical Technicians in D272 will have their qualification updated twice each year (January and July). When the Company elects to make a new Electrical Service Engineer, the employee with the greatest number of #1 scores on his or her most recent Qualifications Update Sheet (combining scores on Seawolf and subsequent class boats while active) will be promoted assuming there are no "Loyalty" disqualifications as noted above. If there are two or more employees with identical numbers of #1 scores and no "Loyalty" disqualifications, the most senior employee will be promoted.

MEMORANDUM OF UNDERSTANDING 58

Occupational Summary -  
Electronics Service Engineer

The following conditions will apply for the classification of Electronics Service Engineer.

A. Job Description

1. Locate troubles, repair, adjust, and operate complex electronic systems.

2. Present tests to Inspection and demonstrate satisfactory equipment operation.
3. Represent and protect the interest of Electric Boat Corporation while working with vendor's Engineers at Electric Boat, as well as when visiting facilities or ships elsewhere.
4. Be able to discuss technical problems with Design, make suggestions, and provide data at conferences when requested to do so by department supervision.
5. Ride aboard submarines during trials to operate, demonstrate, and repair if necessary various electronic systems.

#### B. Basic Requirements and Qualifications

The Service Engineer must have the ability and qualifications to effectively use the following types of test equipment:

1. Distortion Analyzers
2. Signal Generators
3. Graphic Recorders
4. Frequency Counters
5. Impedance Bridges
6. Standing Wave Indicators
7. Oscilloscopes
8. Power Meters
9. Multimeters
10. Slotted lines and spectrum analyzers

Completion of some specialized school in the electronics field beyond high school, ten years experience in the electronics field of which at least four years have been in circuit work; also "trouble-shooting" live systems.

#### C. Additional Factors to be Used for Selection

1. Ability to sell his work to customer (Inspection).

2. *Concern and care of test equipment.*
3. *Safety consciousness.*
4. *Desire and effort of individual to keep abreast of new developments in the electronics field.*
5. *Loyalty to employer.*

#### MEMORANDUM OF UNDERSTANDING 59

##### Occupational Summary - Electronics Service Engineer/Technician-Metrology

*It is mutually understood and agreed that the occupational titles of Electronic Service Engineer-Metrology and Electronic Technician Metrology are as agreed upon and will be incorporated into Appendix A of the current Agreement between the parties under the jurisdiction of I.B.E.W. Local Union 261. The wage rates will be the same as the other Electronic Service Engineer and Technician occupational titles listed therein.*

*The job description and qualifications for Electronic Service Engineer-Metrology will be in accordance with Memorandum of Understanding 58 concerning Electronics Service Engineer.*

#### MEMORANDUM OF UNDERSTANDING 60

##### Occupational Summary - Electronics Service Engineer (Sea Trials)

*The employer and the Metal Trades Council recognize that one of the requirements for promotion to Electronic Service Engineer is an employee's ability to ride aboard submarines during sea trials to operate, demonstrate, and repair if necessary various electronic systems.*

*The parties agree that an employee who is promoted to Electronic Service Engineer and subsequently becomes incapable of performing sea trial duty due to medical considerations will not be precluded from progressing in rate.*

*It is expressly understood and agreed that the employer must maintain the ability to assign qualified Electronic Service Engineers to sea trial duty when required by the course of business and it is agreed that if that ability should be impaired due to Electronic Service Engineers having medical reasons which preclude their assignment to sea trial duty, such employees may be moved to other fields within Electronic Service Engineer*

and replaced by other employees who possess the necessary physical qualifications to perform sea trial duty.

## MEMORANDUM OF UNDERSTANDING 61

### Occupational Summary - Electronics Service Engineer - Welding Machine Repair

The following conditions will apply for the classification of Welding Machine Repair Electronics Service Engineer:

#### A. Job Description

1. Troubleshoot, repair, calibrate, and operate various complex electronic welding equipment and associated systems.
2. Be able to understand the operation of and troubleshoot the analog, digital, and logic circuits used in the electronic welding equipment.
3. Represent and protect the interest of Electric Boat Corporation while working with vendor engineering personnel at Electric Boat facilities, as well as when visiting facilities or ships elsewhere.
4. Be capable of discussing technical problems with Design, make suggestions and necessary circuit changes to enhance system operation.
5. Be familiar with welding techniques as applicable.

#### B. Basic Requirements and Qualifications

The Welding Machine Repair Electronics Service Engineer must have the ability and qualifications to effectively use the following types of test equipment:

1. Signal generators
2. Graphic recorders
3. Impedance bridges
4. Oscilloscopes
5. Power meters

6. Multimeters
7. Circuit board and module testers
8. Curve tracer
9. Logic probe

C. Education

1. Completion of specialized school in the electronics field beyond high school.
2. Ten years experience in the electronic field of which at least 4 years have been in circuit work; also "troubleshooting" live systems.
3. Demonstrated personal responsibility for job functions with ability to guide lesser skilled personnel.

D. Additional Factors to be Used for Selection

1. Ability to verify his work and assure its quality.
2. Concern and care of test equipment.
3. Safety consciousness.
4. Desire and demonstrated effort of individual to keep abreast of new developments in the electronic field.
5. Loyalty to employer.
6. The basis of reclassifying an employee into the classification of Welding Machine Repair Electronics Service Engineer shall be based upon the qualification of the employee and the need as determined by management.

## MEMORANDUM OF UNDERSTANDING 62

### Occupational Summary - Maintenance Electrical Technician and Maintenance Service Engineer

A. In order to qualify for the Maintenance Electrical Technician occupational title, an employee must have five (5) years experience in the electrical maintenance field and have a state approved "Journeyman Electrician" and/or "Journeyman Air Conditioning Refrigeration" license (Conn. S-2 or equivalent). Upon receipt of proof that this qualification has been met, Maintenance Electricians shall be immediately promoted to first class Maintenance Electrical Technician.

B. In order to qualify for the Service Engineer occupational title, a Maintenance Electrical Technician must obtain a state approved "Electrical Contractor" and/or "Air Conditioning-Refrigeration Contractor" license (Conn. S-1 or equivalent). Upon receipt of proof that this qualification has been met, Maintenance Electrical Technicians shall be immediately promoted to second class Maintenance Electrical Service Engineer.

C. The seniority and overtime groupings will be integrated between the occupational titles, Maintenance Electrician, Maintenance Electrical Technician and Maintenance Electrical Service Engineer.

The yearly maintenance fee for license will be paid by the Company.

These classifications are within the jurisdiction of the International Brotherhood of Electrical Workers Local 261.

#### MEMORANDUM OF UNDERSTANDING 63

##### Occupational Summary - Electrical Technician/ Mechanic-Welding Machine Repair

Factors to be considered for reclassification to Welding Machine Repair Electrical Technician title.

A. The Welding Machine Repair Electrical Technician must have the ability and qualifications to effectively use various types of test equipment including, but not limited to, the following: signal generators, frequency counters, impedance bridges, oscilloscopes, power meters, multimeters, Cecil test equipment. The employee should have completed some specialized school in the electronic field beyond high school. Employee should have a practical knowledge of welding/burning operations and capabilities.

B. Seniority.

C. Desire and effort of employee to keep abreast of new developments in the electrical/electronic field, as well as new developments in welding technology.

D. Safety consciousness.

##### Technical Training Period

Employees who are advanced to Welding Repair Electrical Technician will be placed on a trial status for sixty (60) days or less. This



period may be extended by mutual agreement. Those employees reclassified will be paid retroactive to the beginning of the trial pay at 2/C Technician's rate of pay.

#### Job Description and Qualifications for Welding Machine Repair Electrical Technicians

A. Provide maintenance service on welding/ burning equipment. Troubleshoot and repair solid state circuitry existing in welding/burning equipment including, but not limited to, sub-arc equipment, Linde UCC 305, SCC 10 welding control, SR 1000 rectifiers; guidance system for automatic welding equipment, automatic welding equipment (e.g., HPA, APA, positioners, manipulators) automatic gouging system, pipe welding machines (chemtrons, APW's surge arc).

B. Perform necessary test utilizing special test equipment to determine sources of trouble. Analyze malfunctioning circuits and institute appropriate test procedures to isolate and repair various solid state electronic component devices as required.

C. Inspect and repair electrical/electronic operating circuits to determine basic sources of trouble. Be able to read and follow the necessary circuit diagrams in order to troubleshoot solid state circuits. Interpret various component operating characteristics to define and locate trouble spots.

D. Technicians are not restricted from performing work normally performed by the Welding Repair Electrical. The Welding Repair Electrical is restricted from performing the work of a *Welding Repair Electrical Technician*, as specified above.

#### Progression

A. Technician's progression will occur in eight (8) month increments, based on performance as per Article XII.

B. *Welding Repair Electricals* progression will be as per Article XII.

## MEMORANDUM OF UNDERSTANDING 64

### Selection - Electronics Technician Trainee

It is mutually understood and agreed that the occupational title Technician Trainee (labor Code 13615) will be established in the Electronics Test Area (currently Department 272).

The following shall govern the selection of employees into this title:

A. Graduate Electronics Mechanic Apprentices will be selected by a Committee consisting of one management representative from Dept. 241, one from Dept. 278, one from the Apprentice School, and one representative from IBEW Local Union 261. This governing body shall hence be referred to as the Committee. The purpose of this Committee is to meet and select Graduate Apprentices and discuss any of the provisions and circumstances of this Memorandum.

TOTAL GRADUATES IN CLASS	*NUMBER TO BE SELECTED
1-8	1
9-16	2
17-22	3
Over 23	4

\*Only graduates with a scholastic average of 85% or better are eligible for selection. This qualification supersedes the ratio.

B. The specified number of graduates will be selected in the order of overall apprenticeship class standing (grade) and by recommendation of the Committee with emphasis given to demonstrable aptitude for electronics system testing. The graduates selected will be by unanimous choice of the Committee.

C. Selected employees shall be offered the opportunity to enter the occupational title of Electronics Technician Trainee. Should any of the selected employees decline, management shall take the next eligible employee attaining a scholastic average of 85% or better. Management shall have the option of selecting more than the specified number of graduates subject to mutual agreement of the departments involved.

D. The training period will be for one (1) year and the rate of pay will be that of 1/C Electronics Mechanic. Upon satisfactory completion of the technician training, the employee will be reclassified into the appropriate technician job classification at the 1st class rate of said classification.

E. The Technician Training Program will consist of the following:

1. Duration of twelve (12) months or approximately two thousand (2,000) hours, divided between actual equipment experience and textbook/classroom instruction. All hours spent at special Navy and/or vendor-conducted training will be credited with Company-conducted textbook/ classroom instruction to ensure that a minimum of two hundred (200) hours is of an academic nature. The system and type of equipment the Technician Trainee is training on will be the responsibility of the Company.
2. A quarterly report shall be prepared by the departments supervision in the Electronics Test Area that will show the type of equipment worked on, type of instruction given, and the performance and capabilities of the trainee for the quarter; copies of such report will be available to the Union for review with management.

F. If the technical and/or scholastic progress or performance of the Technician Trainee is unsatisfactory, the employee and the Union will be notified and the employee will revert back to his home department in the title of 1/C Electronics Mechanic providing the unsatisfactory performance does not entail other violations of Company rules and regulations which call for other penalties or action.

G. If, at the time of apprentice class graduation there are electronics test personnel on layoff status or the workload is such that the selection of Electronics Test Trainees would be excess to the needs of the Electronics Test Department creating a probable need for a layoff, the Company shall so notify the Union and no selection of Electronics Test Trainees shall be made at that time. However, after recall of laid off personnel, the top Electronics Mechanic Apprentice Graduate(s) will be given the opportunity to enter the title of Electronics Technician Trainee in accordance with the provisions of the Memorandum. In the event of extended layoffs, this Memorandum will be applied retroactively to provide opportunities to apprentices who could not be accommodated because of the layoff. This will be accomplished in the same order that would have been effected had there been no layoff. No employees will be hired into the affected technician titles until this provision has been satisfied.

## MEMORANDUM OF UNDERSTANDING 65

### Shifts, Department 438 Shield Survey

Subject: Shifts, Dept. 438 Shield Survey for the occupational titles, Electronics Service Engineer (Calibration), and Electronics Technician (Calibration), represented by I.B.E.W. Local Union 261.

It is mutually understood and agreed that all shield survey personnel will be working on two (2) twelve hour shifts. The hours of the shifts are as follows:

First (1st) 0630 to 1830

Second (2nd) 1830 to 0630

For the purpose of this Memorandum, those employees concerned will be assigned to either shift for the purpose of balancing the shifts.

For pay purposes, the twelve (12) hour shifts will begin on the Monday of the week that the shield survey begins and end on the date of the completion of the shield survey, excluding Saturday and Sunday.

The rate of pay will be as follows:

First (1st) six hours at straight time.

Balance of time at time and one-half rate.

Shift premium will be paid for all hours.

For the purpose of this Memorandum, when the shield survey is in an interrupted state, i.e., to be secured for more than four (4) hours, and there is no backlog of shield survey instrument repair or (calibration), the employee has the option of leaving, in accordance with Article X, as long as the shield survey is not scheduled to recommence within the remainder of his scheduled twelve (12) hour shift.

This Memo cancels and supersedes the Memorandum of Understanding same subject dated May 10, 1979.

## MEMORANDUM OF UNDERSTANDING 66

### Technicians Probationary Period

This Memorandum will confirm the understanding reached between Electric Boat Corporation and the Metal Trades Council of New London County with respect to employees being selected for advancement to the Technicians occupational title in Department 272.

The selection of employees to be advanced into the Technicians occupational title will be based on the need as determined by management.

Employees so transferred will be placed on probationary or trial status for a period of sixty (60) days or less. This period may be extended beyond sixty (60) days by mutual agreement.

Those employees selected for reclassification to 3/C Technician will receive the 3/C rate of pay retroactive to the beginning of the trial period. During the trial period, the employee's current rate of pay will continue to apply.

#### MEMORANDUM OF UNDERSTANDING 67

##### Conditions & Hours of Work - Power House Engineer-Mechanical

It is mutually understood and agreed by the parties that the following conditions apply in the occupational title Power House Engineer-Mechanical, within the jurisdiction of Machinists Local 1871.

##### Hours of Work

The basic work assignment will consist of twelve (12) consecutive days of work followed by two (2) days off. The work day shall be based on six and two tenths (6.2) hours, seven (7) days per week, (Sunday through Saturday), with four (4) shifts as follows:

- (1) 6:00 a.m. - 12:12 p.m.
- (2) 12:00 Noon - 6:12 p.m.
- (3) 6:00 p.m. - 12:12 a.m.
- (4) 12:00 Midnight - 6:12 a.m.

Two twelve and two tenths (12.2) hour shifts will be worked on weekends (Saturday and Sunday) in order to afford employees the opportunity of having time off.

The employer may implement eight and two tenths (8.2) or twelve and two tenths (12.2) hour shifts seven (7) days a week in order to meet manpower requirements, or to equalize overtime, or to accommodate employees, when practicable.

##### Conditions

A. Employees will be paid at the applicable overtime rates for all hours worked on a Saturday, Sunday, or Holiday, as defined in the current Labor Agreement.

B. When six and two tenths (6.2.) hour shifts are worked, employees will be paid at time and one-half for all hours worked in excess of six and two tenths (6.2) hours in any twenty-four (24) hour period.

C. On the first day only of a shift change, employees will be paid at time and one-half for all hours worked in excess of six and two tenths (6.2) hours.

D. The first, second, third, and fourth shift employees shall be paid shift premium.

## MEMORANDUM OF UNDERSTANDING 68

### Occupational Summary - Maintenance Mechanical Service Engineer

It is mutually understood and agreed that the following conditions will apply for the new occupational title of Maintenance Mechanical Service Engineer, which will be within the jurisdiction of the Machinists Local 1871 of the MTC.

It is agreed that the basis for reclassifying an employee into the occupational title of Maintenance Mechanical Service Engineer will be the need as determined by management and Article XXII, Section 6.B.(1) (a). (b).

The work operations that shall be performed by the Mechanical Service Engineer are described below and are part of this Agreement. The following conditions will apply for the classification of Mechanical Service Engineer.

#### A. Function

1. Perform normal mechanical technician function. Perform indicated task on the following associated systems:

Align, troubleshoot, service, identify, and discuss technical problems. Perform operations of mechanical and hydraulic systems following repairs.

2. These employees may be assigned to any work in the maintenance machine area.

#### B. Basic Requirements & Qualifications

The service engineer must have the ability to effectively use the following types of equipment:

1. Optical tooling such as optical scope/laser.
2. Electronic micrometer
3. Electrical tachometer
4. Test equipment for hydraulic system gages.

C. Education

1. Completion of specialized schooling in the mechanical and hydraulic field.
2. Ten years experience in the mechanical and hydraulic field (test, service, and operations).
3. Four years experience in mechanical and hydraulic system operations of the functions listed in paragraph A, above, in which a minimum of two (2) years is as an E.B. mechanical technician.
4. Demonstrated personal responsibility for job function with ability to guide lesser skilled personnel.

D. Additional factors to be used for selection

1. Ability to verify his work and assure its quality
2. Concern and care of test equipment
3. Safety consciousness
4. Desire and effort of individual to keep abreast of new developments in the mechanical and hydraulic fields
5. Loyalty to employer

E. Planned overtime for Maintenance Mechanical Service Engineers will be distributed in accordance with the provisions of Article X, regardless of specialty area (e.g. Powerhouse, Machine Shop, Graphic Arts, Crane Pit or Maintenance Machine Shop). The parties recognize,

however, that such overtime distribution is impractical until affected employees have been cross trained to successfully perform in other specialty areas. At a minimum, this requires that such employees are willing and able to learn new job functions and that there are adequate training opportunities. Within these limitations, the Company will use its best good faith efforts to cross train. Until this cross training is achieved, strict adherence to the overtime provisions of Article X will not be required with respect to crane repair.

In the event more service engineers are needed in a particular area, such as crane pit for Land Level Transfer Car, the Chief Steward is to be notified of the situation prior to the assignment.

## MEMORANDUM OF UNDERSTANDING 69

### Occupational Summary - Maintenance Mechanical Technician

It is mutually understood and agreed that the following conditions will apply for the new occupational title of Maintenance Mechanical Technician, which will be within the jurisdiction of the Machinist Local 1871 of the MTC.

It is agreed that employees qualifying and performing maintenance department duties listed below shall be considered for promotion to the new occupational title of Maintenance Machinist Technician based upon the need as determined by Management and Article XXII, Section 6.B. (1) (a). (b).

Employees in this occupational title subject to termination for lack of work may return to their former occupational title, seniority permitting.

### Job Description

A. Provide mechanical maintenance service on typically complicated machines on operating equipment such as:

1. Photographic cameras
2. Reproducing machines
3. Hydraulics system (cranes and transhauler carts, press and shears, etc.)
4. Tape machines - CNC machines



B. Locate, troubleshoot, repair, and adjust complex machines or mechanical and hydraulic systems.

C. Perform necessary test and utilize specialized test equipment to determine sources of trouble. Analyze malfunctioning system and institute appropriate test procedures to repair various mechanical and hydraulic components as required.

D. When necessary, meet with vendors and be able to discuss and understand the various operating features of employer equipment in order to provide proper maintenance and repair service.

E. These employees may be assigned to any work in the maintenance machinists area.

#### Basic Requirements and Qualifications

The Maintenance Machinist Technician must have the ability and qualification to effectively use various types of test equipment and gages and should also be able to read all types of plans.

Employees should have completed specialized school such as hydraulics, beyond high school, and should also have ten years experience in mechanical and hydraulic systems including a minimum of four (4) years in the field trade.

#### Additional Factors to be Used for Selections

A. Concern and care of test equipment and gages.

B. Safety Consciousness.

C. Desire and effort of individual to keep abreast of new developments in mechanical and hydraulic fields.

D. Loyalty to employer.

Planned overtime for Maintenance Mechanical Technicians will be distributed in accordance with the provisions of Article X, regardless of specialty area (e.g. Powerhouse, Machine Shop, Graphic Arts, Crane Pit or Maintenance Machine Shop). The parties recognize, however, that such overtime distribution is impractical until affected employees have been cross trained to successfully perform in other specialty areas. At a minimum, this requires that such employees are willing and able to learn new job functions and that there are adequate training opportunities. Within these limitations, the Company will use its best good faith efforts to cross train. Until this cross training is achieved, strict adherence to the overtime provisions of Article X will not be required with respect to crane repair.

In the event more technicians are needed in a particular area such as crane pit for Land Level Transfer Car, the Chief Steward is to be notified of the situation prior to the assignment.

## MEMORANDUM OF UNDERSTANDING 70

### Occupational Summary - Power House/ Heating Plant Maintenance Technician

It is mutually understood and agreed that work performed by employees in the occupational title Power House/Heating Plant Maintenance Technician is recognized and established as within the jurisdiction of Machinists (I.A.M.) Local Lodge 1871. Promotions to this occupational title will be in accordance with Article XXII, Section 6.

Employees subject to layoff may elect to regress, in lieu of layoff, to the classification and occupational title from which they were promoted, seniority permitting.

The Power House/Heating Plant Maintenance Technician must have the ability and qualifications to troubleshoot and repair problems arising in high and low pressure air and steam systems, including air compressors, air dryers, and pumps. He should also be able to troubleshoot and repair air-actuated positioner valves and repair mechanical functions of motor generator sets.

Power House/Heating Plant Maintenance Technicians shall in no way infringe upon the work performed by employees in the occupational title Heating Plant Operator, recognized and established within the jurisdiction of Pipefitters (U.A.) Local Union 777.

## MEMORANDUM OF UNDERSTANDING 71

### Openings for Toolmakers

The following guidelines shall be followed when an opening occurs for the job classification of Toolmaker.

A. The Company shall post openings in the Inside Machine Shop for a period of 10 working days.

B. The Company shall notify the IAMAW, Local 1871, in writing of openings in the job classification Toolmaker.

C. The Company shall send the IAMAW, Local 1871, a list of applicants.

D. The Company agrees to discuss the list of applicants with the IAMAW Chief Steward prior to making the selection into the Toolmaker occupational title. However, the Company retains the right to make the final selection(s).

E. Should any differences arise between the employer and the Union regarding the hiring into Toolmaker occupational title, Article VI of the current Labor Agreement shall apply.

#### MEMORANDUM OF UNDERSTANDING 72

##### R & D Tool Room Attendant

It is mutually agreed and understood that the title R & D Tool Room Attendant shall be isolated as an independent job classification, not part of the ISM Tool Room Attendant occupational title.

When the R & D Tool Room Attendant is absent from the plant, R & D Testmen may man the tool room.

The R & D Testmen may man the tool room when less than eight (8) Testmen are working overtime assignments.

This Agreement is made without prejudice and will not set a precedent in the future.

#### MEMORANDUM OF UNDERSTANDING 73

##### Tool Allowances, Machinists Titles

It is mutually agreed between the parties that a tool allowance for certain employees represented by the Metal Trades Council shall be in effect during the life of the current Agreement. The provisions governing the application of such allowance are as follows:

A. This tool allowance shall be limited to certain occupational titles represented by the I.A.M.

B. These eligible occupational titles will be designated by the Company prior to the payment of the 1976 tool allowance.

C. The Company will establish a tool list for each eligible occupational title. Employees must purchase these tools. It is understood, however, that an employee will not be expected to duplicate existing personal tools.

D. The tool allowance will be paid in each December during the life of the Agreement.

E. Each tool allowance payment shall consist of \$65.00 for mechanics and apprentices and \$40.00 for learners.

F. An employee must be on the active payroll for at least nine months prior to each payment date in order to be eligible for a tool allowance payment.

G. This Memorandum will in no way effect, alter, amend, change, or supersede Memorandum of Understanding 9.

H. This Agreement is reached under the assumption that there will be no need to change over to metric tools during the life of this Agreement.

#### MEMORANDUM OF UNDERSTANDING 74

##### Christmas Holiday Shutdown

A. In each year of this Collective Bargaining Agreement, there shall be a holiday period shutdown (Shutdown) during the Christmas/New Years period.

B. The week days of each Shutdown which are not regular plant holidays (New Years Day and Christmas Day, and indicated with an "H" on the following schedules), will be treated as floating holidays, vacation days or sick leave days (and indicated with a "\*" on the following schedule).

C. Notwithstanding Paragraph B above, employees on probation who have not been credited with vacation or sick time at the time of a Shutdown will be allowed to take a maximum of four (4) days excused without pay. Employees not on probation who were hired after January 1st of the year of the Shutdown and not credited with vacation or sick time will be allowed to take a maximum of two (2) days excused without pay.

D. Employees will be allowed to draw an advance against their next year's vacation pay at their option up to an amount of vacation pay sufficient to be paid for each vacation day of the Shutdown. To exercise this option, employees' vacation request cards must be received in Payroll by the close of business on Monday of the first workweek in December of the applicable year. The vacation request card shall contain the language in Exhibit A.

E. Except for maintenance, security, safety or urgent work, no employee will be required to work. Senior qualified employees who

volunteer will be given preference for work assignments. (This does not apply to road jobs.) Seniority will be by shift. If senior qualified employees work, overtime will not count and will not be listed on the MTC Overtime Report.

F. During the Shutdown, those employees who will be expected for work will be notified in advance by their supervisors and will be paid as follows:

1. Shutdown days designated as vacation days, floating holidays, or sick leave will be treated as regular workdays and straight time will be paid as set forth in the Labor Agreement.
2. Employees required to work on any of the remaining days of the shutdown shall receive overtime premium pay for those Saturdays, Sundays and holidays as per the Labor Agreement.

G. The Company shall, at its option, but within 30 days of the Shutdown occurring during each year of the Collective Bargaining Agreement notify the MTC of its intention to cancel the holiday shutdown for that year.

H. The conditions and terms of the current Labor Agreement shall apply, except as provided above.

I. The Shutdowns shall be as follows:

2003-2004

Shutdown from Wednesday, December 24, 2003 through Friday, January 2, 2004:

W 12/24 (\*) TH 12/25 (H) F 12/26 (\*)  
M 12/29 (\*) T 12/30 (\*) W 12/31 (\*) TH 1/1 (H) F 1/2(\*)

2004-2005

Shutdown from Friday, December 24, 2004 through Saturday, January 1, 2005:

F 12/24 (H) M 12/27 (\*) T 12/28 (\*)  
W 12/29 (\*) TH 12/30 (\*)  
F 12/31 (H)

## 2005-2006

Shutdown from Sunday, December 25, 2005 through Saturday, December 31, 2005

M 12/26 (H) T 12/27 (\*) W 12/28 (\*)  
TH 12/29 (\*) F 12/30 (H)

## 2006-2007

Shutdown from Sunday, December 24, 2006 through Monday, January 1, 2007:

M 12/25 (H) T 12/26 (\*) W 12/27 (\*)  
TH 12/28 (\*) F 12/29 (\*) M 1/1 (H)

## 2007-2008

Shutdown from Sunday, December 23, 2007 through Tuesday, January 1, 2008:

M 12/24 (\*) T 12/25 (H) W 12/26 (\*)  
TH 12/27 (\*) F 12/28 (\*)  
M 12/31 (\*) T 1/1 (H)

### MEMORANDUM OF UNDERSTANDING 75

#### Occupational Summary - Transportation Repair "Specialist" and Transportation Repairman "Service Engineer"

1. It is mutually agreed that the basis for reclassifying an employee to the occupational title of Transportation Repair Specialist will be based on the following criteria and conditions.

- a. Need to be determined by Management.
- b. Five (5) years (minimum) experience in the Transportation/Automotive repair field.
- c. Automotive Service Excellence (ASE) certification in one specialty area for Heavy-Duty Truck Technician and the Automotive Specialty area.
- d. Certified Brake Inspector under Section 396.25 of the Federal Motor Carrier Safety Regulations.

2. It is mutually agreed that the basis for reclassifying an employee to the occupational title of "Transportation Repair Service

Engineer, Second Class", will be based on the following criteria and conditions.

- a. Need to be determined by Management.
  - b. Automotive Service Excellence (ASE) certification as a Master Heavy-Duty Truck Technician.
  - c. Automotive Service Excellence (ASE) certification (as a minimum) in the following automotive specialty areas: Manual Drive Train and Axles, Suspension, Steering and Brakes.
  - d. Certified Brake Inspector under Section 396.25 of the Federal Motor Carrier Safety Regulations.
  - e. Must currently be assigned to the occupational title of Transportation Repair Specialist.
3. The five (5) year recertification fee shall be paid for by the Company.
  4. All employees reclassified to Specialist/ Service Engineer shall remain on the Transportation Repair Seniority List for the purpose of layoff/recall.

#### MEMORANDUM OF UNDERSTANDING 76

##### Escorts

For purposes of seniority employees reclassified to Escort prior to November 13, 1995 will stand in a group separate from the administrative clerk grouping. This reclassification will not affect any other contractual rights.

Consistent with past practice, Escort positions will be filled with MTC employees who have work restrictions and cannot be placed in restricted duty positions within their occupational title.

Due to the large number of Vans requiring emissions testing in July, Escorts will assist in driving the Vans to Emissions for testing. Also, these Escorts will assist in driving Vans requiring safety inspections.

## MEMORANDUM OF UNDERSTANDING 78

### Boom Crane Service Engineer

It is mutually understood and agreed by the parties that a new occupational title, Boom Crane Service Engineer, is hereby established under the jurisdiction of the Machinists Local Lodge 1871.

The Company agrees to pay the maintenance fee for the Connecticut Crane License to employees classified as Boom Crane Service Engineer.

In order to be reclassified to Boom Crane Service Engineer the following applies:

1. The employee(s) must be classified as a Boom Crane Operator for a minimum of three (3) years.
2. The employee(s) must hold a Connecticut Crane License and a CDL Class II Driver's License.
3. The employee(s) must be willing to train "hands-on" in the cranes.
4. The employee(s) must be willing to train in the classroom. Classroom instructors will be selected on a voluntary basis. Employee(s) designated as classroom instructors will receive seventy-five cents (\$.75) per hour for time spent in the classroom and in classroom preparation time. In the event that there are no volunteers for classroom instruction, the employee(s) must be willing to support a training instructor in the compilation of the lesson plans.
5. The employee(s) must be willing to support overtime.

It is understood that Boom Crane Operator and Boom Crane Service Engineer are separate overtime groupings. However, the Company agrees to make an earnest effort to divide the overtime equally among the two groups.

It is further understood that Boom Crane Service Engineers are a separate seniority group. In the event of a reduction in force in the Boom Crane Service Engineer occupational title employees titled as such will have regression rights per Article XXI, Section 3.



Management will determine the number and need for future Boom Crane Service Engineers.

## MEMORANDUM OF UNDERSTANDING 79

### Occupational Summary – Welding Machine Repair Mechanical Technician and Service Engineer.

It is mutually understood and agreed by the two parties that new occupational titles, Welding Machine Repair Mechanical Service Engineer and Welding Machine Repair Mechanical Technician, are hereby established under the jurisdiction of Machinists Local Lodge 1871.

A. The basis for promotion to the occupational titles of Welding Machine Repair Mechanical Technician and Welding Machine Repair Mechanical Service Engineer shall be solely upon the qualification of the employee and the need, as determined by management. Seniority will be the determining factor when all other qualification factors are equal.

B. Employees selected for promotion to Welding Machine Repair Mechanical Service Engineer must have the ability to perform the following functions.

1. Troubleshoot, repair, analyze, and operate various complex welding equipment and associated systems.
2. Understand the operations of hull butt, pipe welding, and micro process mechanized welding equipment.
3. Develop and implement new and improved mechanical and preventive maintenance processes for welding and associated equipment.
4. Instruct personnel on the use of various welding machine repair equipment.
5. Capability to analyze technical problems, offer solutions and make necessary mechanical changes to enhance system operation.

6. Familiarity with welding techniques as applicable.
  - (a) Ability to verify work and assure quality.
  - (b) Ability to represent Electric Boat while working with vendors personnel on-site and at off site facilities.

C. Education and experience for Welding Machine Repair Mechanical Service Engineer are as follows:

1. Completion of specialized school in the mechanical related field beyond high school.
2. Ten years experience in the mechanical related field of which at least four years has been in the Equipment Control Center.
3. Demonstrated personal responsibility for job functions with ability to guide lesser skilled personnel.

D. Employees selected for promotion to Welding Machine Repair Mechanical Technician must have the ability to perform the following functions.

1. Operate various types of test equipment required to perform day to day operation related to welding, hydraulic, and pneumatic systems and associated equipment.
2. Basic repairs to mechanical and hydraulic systems. Minor repairs on more complex mechanical and hydraulic systems.
3. Preventative maintenance on all basic mechanical systems. Assist with preventative maintenance on more complex mechanical systems.
4. Familiarity with welding techniques as applicable.
5. Ability to verify work and assure quality.

E. Additional factors to be used for selection to both occupational titles.

1. Concern and care of test equipment/special tooling.
2. Safety consciousness.
3. Desire and demonstrated effort of individual to keep abreast of new developments in the mechanical/hydraulic field.
4. Availability to work overtime on a regular basis and support emergent work required.
5. Active discipline may be considered.

#### MEMORANDUM OF UNDERSTANDING 80

##### Credit for Prior Service Time

The Company and the Union agree to the following regarding vacation and sick leave accrual for Union represented employees.

The method for calculating length of service for purposes of vacation and sick time earning rates for employees is set forth below:

A. Employees laid off on or after January 1, 1976 who are rehired within three (3) years of the date of such layoff will be credited for all previous service, including time out, immediately upon rehire.

B. Employees laid off on or after January 1, 1976 who are rehired more than three (3) years after the date of such layoff will be credited for service accumulated prior to the date of such layoff immediately upon rehire.

C. Employees who voluntarily resign from any position within the Company on or after January 1, 1976 and who are subsequently rehired will be credited for service accumulated prior to such resignation if and when they complete one year of service subsequent to rehire.

For purposes of this Memorandum, it is the employee's most recent severance that controls, regardless of the Company location at the time of such severance.

In no event will any employee be credited for time out prior to July 1, 1968.

Nothing in this Memorandum is intended to modify any existing provision in the collective bargaining agreement including, but not limited to, Article XVI, Section 2C.



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